



MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE

STANDARD SOLICITATION: COMPETITIVE BIDS, ACCEPTANCE FORM, AND CONTRACT DHMH FORM 3982

Pregnancy Risk Assessment Monitoring System (PRAMS) Telephone Follow-Up DHMH OPASS 10-10184

THIS IS A SMALL BUSINESS RESERVE (SBR) PROCUREMENT

If this Invitation For Bids was obtained by any means other than the Issuing Office identified herein, please contact that office immediately to ensure that you receive all addenda or errata.

Minority Business Enterprises Are Encouraged To Respond To This Solicitation

Publication Date: May 26, 2009

KEY INFORMATION SUMMARY PAGE

Title of IFB: - Pregnancy Risk Assessment Monitoring System [PRAMS] Telephone Follow-up

IFB Issue Date: - May 26, 2009

IFB Number: DHMH-OPASS 10-10184

Description of services: PRAMS is a mixed-mode surveillance system which collects pregnancy risk data through mailed surveys (primary) and follows-up by telephone surveys (secondary) when women fail to respond to the mailings. The contractor will be contacting approximately 100 mothers per month. The amount of the telephone calls to each mother will vary from 1 call to as many as 15 calls per phone number or a minimum of 100 calls per month and a maximum of around 500 calls per month.

Small Business Reserve Procurement: This is a Small Business Reserve procurement for which award is limited to certified small business vendors. Only businesses that meet the requirements set forth in State Finance and Procurement Article, §§ 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award. Further information on the certification process is available at <https://www.smallbusinessreserve.maryland.gov/> on the web.

Minimum Requirements:

- Ability to maintain adequate English and Spanish speaking telephone interviewing staff to perform telephone follow-up activities.
- Resumes of the supervisory staff to be submitted with bid.
- Five years continuous experience working with CDC PRAMS, 2 years of which must be state specific to Maryland PRAMS telephone follow-up interviewing.
- Documentation of prior experience utilizing the Research Triangle Institute's Web-based CATI system to be submitted with bid.
- Three satisfactory letters of reference from state programs of a similar nature.

Procurement Method: It is the intention of the Department to award this contract through the Multi-Step Sealed Bids procurement method as described in Code of Maryland Regulations COMAR 21.05.02.17.

Contract Term: September 1, 2009 to August 31, 2012 with no renewal options.

eMaryland Marketplace: In order to receive a contract award, a vendor must be registered on eMaryland Marketplace (eMM). The eMM website is <https://ebidmarketplace.com/>.

Electronic Funds Transfer: Electronic Funds Transfer (EFT) is available. If the contractor prefers payment via electronic funds transfer rather than via check, register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Appendix F).

Issuing Office: Center for Maternal and Child Health

Issuing Office Point of Contact: Laurie Kettinger M.S.
Maryland PRAMS Project Coordinator
201 West Preston St, 3rd Floor
Baltimore, MD 21201
Ph: 410-767-0803
e-mail: lkettinger@dhhm.state.md.us

Procurement Officer: Sharon Gambrill, Assistant Director
Office of Procurement and Support Services
201 West Preston St, 4th Floor
Baltimore, MD 21201
Ph: 410-767-5117
e-mail: sgambrill@dhhm.state.md.us

Contract Monitor: Laurie Kettinger M.S.
See Issuing Office Point of Contact Above.

Deadline for receipt of bids: **Wednesday, June 17, 2009 at 2:00p.m. local time.**

Bids Received At: MD Dept. of Health and Mental Hygiene, 201 West Preston St., 3rd Floor,
Baltimore, MD 21201, Attn: Laurie Kettinger.

Pre-bid conference: **Thursday, June 4, 2009 from 9:00a.m. to 11:00a.m. local time** at the Dept
of Health and Mental Hygiene, 201 West Preston St., Room 300, Baltimore, MD 21201.
Bidder's attendance is recommended, but not required. Please contact Debbie Krome at 410-
767-6748 for more information regarding the pre-bid conference.

MBE subcontracting goal: No Minority Business Enterprise subcontracting goal was established
for the contract resulting from this solicitation, however, Certified Minority Business Enterprise
vendors are encouraged to submit proposals.

**VENDORS AND CONTRACTORS
ENCOURAGEMENT OF PARTICIPATION STATEMENT**

The State of Maryland is actively seeking to increase participation from businesses and organizations in the procurement of goods and/or services. Accordingly, all potential bidders are encouraged to complete the "Vendor/Contractor Survey", which is on the following page. We ask that you supply any comments regarding the solicitation process or documents and/or the reason(s) for declining to bid. Please return this form either with your submission package or in an envelope addressed to the Issuing Office, identified on page 1 in this Invitation For Bids even if you are not bidding on this solicitation.

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Vendor Comments

In order to help us improve the quality of State solicitations, and make our procurement process more responsive and business-friendly, we ask that you take a few minutes to complete this form and submit it to the Procurement Officer listed on the following page. Thank you for your assistance.

Bid Number: _____ Entitled: _____

I. If you are not bidding, please indicate why:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not in our business line.
- ☐ We lack experience in the work/commodities required.
- ☐ The scope of work is beyond our current capacity.
- ☐ We cannot be competitive (Please explain below.)
- ☐ Specifications are either unclear or too restrictive. (Please explain below.)
- ☐ Bid/proposal requirements, other than specifications, are unreasonable or too risky. (Please explain below.)
- ☐ Time for completion is insufficient.
- ☐ Bonding/insurance requirements are prohibitive. (Please explain below.)
- ☐ Doing business with government is simply too complicated.
- ☐ Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory (Please explain below.)
- ☐ Other: _____

II. Please explain your response further, offer suggestions or express concerns. (Use the back for additional information.)

REMARKS: _____

OPTIONAL:

Vendor Name: _____ Date _____

Contact Person: _____ Phone (_____) _____ - _____

Address or e-mail: _____

Thank You!!!

**STANDARD SOLICITATION:
COMPETITIVE BIDS, ACCEPTANCE FORM,
AND CONTRACT**

April 30, 2009
(Date of Solicitation)

Pregnancy Risk Assessment Monitoring System [PRAMS] Telephone Follow-Up

Note: Minority Business Enterprises are encouraged to respond to this solicitation notice.

Part I – III	Standard Solicitation, Bid and Acceptance Form	Pages 6 - 19
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PART I - SOLICITATION INFORMATION AND INSTRUCTIONS

General:

The Center for Maternal and Child Health, Family Health Administration, a unit of the Maryland Department of Health and Mental Hygiene, hereinafter called the Department or DHMH, desires competitive sealed bids for the purpose of obtaining the service(s) described in PART II of this solicitation.

ATTENTION: Bids should be type written or written legibly in ink. The signer shall initial all erasures and other changes in ink. All bid envelopes shall be labeled with the following information:

SAMPLE:

- Item
- Title Of Solicitation/Contract
- Date And Time Of Scheduled Opening

SEALED BID
Provision of Temporary Nursing Services
At Central Hospital Center
February 28, 2000 - 1:00 pm EST

Bid Due Date and Time:

Sealed bids, in triplicate, will be received at the Office of:

Ms. Laurie Kettinger.
MD Dept. of Health and Mental Hygiene
201 West Preston St., 3rd Floor
Baltimore, MD 21201.

on Wednesday, June 17th, until 2:00 o'clock P.M. local time, and then, unless specified otherwise in PART II, publicly opened. Any bid not received by this time and date shall not be considered (See PART III, E).

Delivery of Bids:

Bidders may either mail or hand-deliver bids. Hand-delivery includes delivery by commercial carrier. For any type of direct (non-mail) delivery, bidders are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery. (See attached "Standard Addendum for the Means of Delivering Bids and Proposals." (APPENDIX C)

eMaryland Marketplace (eMM):

In order to receive a contract award, a vendor must be registered on eMM. The eMM website is <https://ebidmarketplace.com/>

Electronic Funds Transfer:

Electronic Funds Transfer (EFT) is available. If the contractor prefers payment via electronic funds transfer rather than via check, register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Appendix D).

By submitting a response to this solicitation, the bidder agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected bidder shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form attached as Appendix F. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

Pre-Bid Conference:

The Department will hold a pre-bid conference concerning this bid. This conference will be held at 9:00 o'clock A.M. local time on Thursday, June, 4th, at Maryland DHMH, 201 W. Preston St., 3rd floor, Room 300, Baltimore, MD 21201.

Notice is hereby given that attendance at the pre-bid conference described above (if any) is not a condition to bidding on this solicitation. However, the information provided at this pre-bid conference is generally very helpful. Bidders are, therefore, encouraged to attend. For further information regarding the pre-bid conference, please contact:

Laurie Kettinger M.S., Maryland PRAMS Project Coordinator, 201 West Preston St, 3rd Floor, Baltimore, MD 21201, Ph: 410-767-0803, e-mail: lkettinger@dhmh.state.md.us

Procurement Officer:

The Procurement Officer responsible for this solicitation is:

Sharon Gambrill
Name

410-767-5117
Telephone #

Assistant Director, Office of Procurement and Support Services
Title
201 West Preston St, 4th Floor, Baltimore, MD 21201
Address

PART II – SPECIFIC REQUIREMENTS/DELIVERABLES OF PROPOSED CONTRACT (SPECIFICATIONS) AND BID PAGE

Background:

PRAMS (Pregnancy Risk Assessment Monitoring System) is part of the Centers for Disease Control and Prevention (CDC) initiative to reduce infant mortality and low birth weight. PRAMS is an ongoing, population-based surveillance system designed to identify and monitor selected maternal experiences and behaviors that occur before and during pregnancy and during the child's early infancy among a stratified sample of women delivering a live birth.

PRAMS is a mixed-mode surveillance system that uses mailed surveys as its primary form of data collection. Women who fail to respond to the mailings are followed up by telephone. Telephone follow-up has been shown to increase response rates. The goal of PRAMS is to achieve 100% response; the minimum acceptable response rate is 70% within each sampling stratum. For the Department, the telephone component of data collection is necessary to reach a 70% overall response rate.

The contractor will be contacting approximately 100 mothers per month. The amount of the telephone calls to each mother will vary from 1 call to as many as 15 calls per telephone number provided. As many as ten telephone numbers may be provided for each mother. The minimum number of calls could be as low as 100 calls per month and the maximum number of calls could be as many as 15,000 calls per month.

Definitions:

Batch:	Group of sampled participants
CDC:	Centers for Disease Control and Prevention
PRAMS:	Pregnancy Risk Assessment Monitoring System
RTI:	Research Triangle Institute
Web-CATI System:	Web-Based Computer Assisted Telephone Interviewing System

Mandatory Qualifications:

- A. The bidder must demonstrate its ability to maintain adequate English and Spanish speaking telephone interviewing staff to perform telephone follow-up activities by providing a staffing roster. A minimum of 10 interviewers and 3 supervisors are required.
- B. Lead supervisor shall possess a minimum of 3 years experience overseeing similar operations. To document this, resumes of the supervisory staff must be submitted with bid.
- C. Bidders must possess a minimum of five years continuous experience working with CDC PRAMS, 2 years of which must be state specific to Maryland PRAMS telephone follow-up interviewing. Documentation must be provided with this bid.
- D. Bidder must document prior experience utilizing the Research Triangle Institute's Web-based CATI system.
- E. Bidders must include three letters of reference from state programs of a similar nature demonstrating satisfactory performance. Include contact information. The State reserves the right to contact or not contact these or other references as it sees fit.

Services To Be Performed:

The Contractor shall:

- A. Use the standard PRAMS RTI Web-Based CATI System, which requires a computer with a high-speed Internet connection.
 - 1. Telephone operations and questionnaire data files shall be stored on RTI's server. PRAMS data shall not be stored on any computers.
 - 2. Comments made by the respondents shall be recorded electronically into the RTI Web-Based CATI System. Each comment shall be recorded verbatim with one exception, no names, addresses, telephone numbers, or e-mail addresses of women or their providers shall be recorded.
 - 3. Any computer used for telephone interviewing shall have virus protection software with the most current virus definitions for the detection and removal of viruses from the computer and diskettes.
 - 4. In the rare event of a system interruption (e.g., power outages) when the RTI Web-Based CATI System cannot be used to make call attempts, the interviewers shall utilize a paper telephone questionnaire. All call attempt information and survey data shall be recorded on paper. The survey data shall later be entered into the RTI Web-Based CATI System. The call attempt information shall be provided to the Department at the end of the interviewing period (i.e. completed interview, terminal dispositions, etc).
- B. Because the telephone contact information provided by the Department to be imported into the RTI Web-Based CATI System contains personal identifiers needed to contact the sampled women, provide for the following to protect the confidentiality and security of PRAMS data:
 - 1. All staff working on this project shall sign a confidentiality pledge.
 - 2. No individually identifiable information may be provided to persons other than staff working for the Department. In special circumstances where it is required to debug software, it may be necessary to share this information with technical support staff to correct the problem. Any technical support staff receiving any identifiable information shall sign a confidentiality pledge before receiving same.
 - 3. Completed questionnaires and any files with personal identifiers shall be kept in a locked file cabinet or a locked room. Access to these files or room shall be limited to authorized personnel. Once completed questionnaires or call attempt information have been entered into the RTI Web-Based CATI System, they shall be shredded.
- C. Conduct interviewer training for staff to include the following:
 - 1. Training in basic interviewing skills shall be provided to all of the interviewers. This shall include training in the right to privacy of study participants.
 - 2. Training must also cover the following issues that are specific to PRAMS data

collection:

- a. PRAMS is a list sample.
 - b. Mailed surveys are the primary form of data collection.
 - c. The telephone version of the survey has been developed to be consistent with the mail survey.
 - d. How to handle sensitive situations, such as discovering during the interview that a woman's infant has passed away.
 - e. Interviewers must be trained to correctly code responses given by the respondent. This includes any comments made by the mother during the interview or at the conclusion of the interview.
 - f. Recording of all call dispositions made to each woman.
3. In addition to basic interviewer training, all contract staff shall receive training on the use of the RTI Web-Based CATI System:
- a. Using only the RTI Web-Based CATI System training sessions developed by RTI for interviewers and supervisors.
 - i. All telephone interviewers are required to participate in these trainings.
 - ii. Video recordings of the RTI Web-Based CATI System trainings are available for training new staff.
 - b. Prior to the trainings, staff shall review the "How to Manuals" that document the RTI Web-Based CATI System.
 - i. There is an interviewer version and a supervisor version of these manuals.
 - c. Supervisors shall become familiar with the interviewer procedures and participate in the interviewer training in addition to the supervisor training.
 - d. Telephone interviewing staff shall practice using the RTI Web-Based CATI System in training mode prior to going live with telephone interviews.
- D. Conduct PRAMS Human Subjects Trainings as follows:
1. All new Department staff shall participate in all 4 modules of the PRAMS Human Subjects Training sessions.
 2. These sessions cover various issues related to the protection of human subjects in research.
 3. Refresher trainings shall be conducted at least once per year, and all modules shall be repeated in the case of a breach in protocol.
- E. Conduct bereavement training and how to be sensitive to a mother who may be grieving.
- F. Provide a summary of interviewer trainings to the Department Contract Monitor within one week of each training session. Each summary shall include the number of attendees, topics covered, and length of the training.
- G. Identify the roles of each staff person so the Department can assign all contract staff a user level for the RTI Web-Based CATI System.

- H. Conduct all telephone interviews according to CDC PRAMS Telephone Protocol, (Appendix G). All elements of the protocol shall be adhered to, including:
1. Administration of the introductory script with elements of informed consent.

Telephone Introduction: The Department's telephone introductory script has been programmed into the RTI Web-Based CATI System so that the interviewer is prompted to read the introduction when each call is made. The telephone introduction contains required elements of informed consent and may not be modified in any way. The interviewers shall use this script without deviation.
 2. Adherence to the call frequencies and schedules specified in the CDC PRAMS Telephone Protocol.
 3. Callback procedures shall follow the CDC PRAMS Telephone Protocol, (Appendix G), for calling potential respondents. Once the numbers are identified, there shall be the following:
 - a. Up to 15 attempts per telephone number to contact the mother by telephone. The only time there should be fewer than 15 calls to a telephone number is when a call results in a "terminating" outcome (i.e., completed interview, interview refused, language barrier, wrong number).
 - b. The calls shall be staggered by day of week and time of day to increase the likelihood of contacting the mother at home.
 - c. Making follow-up attempt in five (5) to seven (7) days if a telephone number is disconnected, as telephones may only be temporarily disconnected.
 - d. After thorough follow-up, conduct an internet search for alternate numbers as necessary determined by the Web-CATI Tracing Required queue.
 4. The results of each call shall be entered into the RTI Web-Based CATI System by selecting the correct disposition codes.
 5. The RTI Web-Based CATI System disposition codes shall be matched to those set up in the PRAMTrac system.
- I. Complete entry of survey, comment, and operations information in RTI Web-Based CATI System within two weeks following the close of each batch so that the Department may download the data files.
- J. Monitor procedures to assure quality, including the monitoring of interviewers. The following monitoring procedures shall be in place:
1. A minimum of 10% of all calls interviewers make shall be monitored for quality assurance by listening to and recording interviews as they are being conducted to evaluate the quality of the interviewer's skills.
 2. The monitor shall determine whether the interviewer is appropriately obtaining informed consent from sampled participants, administering the interviews correctly, protecting the mother's confidentiality when speaking with other household members, and keeping data collection forms and their RTI Web-Based CATI System stations secure.

3. Monitors shall evaluate whether the interviewee's responses are recorded accurately by viewing the interviewer's computer screen to evaluate the accuracy of data entry.
 4. Interviewers shall receive regular feedback on their performance, and if problems are identified, remedial action shall be taken immediately.
 5. A summary (telephone monitoring report) of the monitoring efforts for each batch must be completed during the observation of interviews conducted indicating any deviations and noting any corrective action to be taken. Said report shall be provided to the Department Contract Monitor within two weeks after the close of each batch.
- K. Develop systematic weekly communications with the Department to monitor batch progress such as wrong number report, information about additional contact numbers, telephone disposition report, completed interviews, requests for remails, and other information.
- L. Conduct monthly meetings with the Department staff to examine the quality of the work completed (project protocols followed, staffing and training issues, data system issues, response rates, difficult interviews, etc.).
- M. Provide a compact disc containing recorded interviews for each batch completed within two weeks of batch completion. No individually identifiable information will be provided to persons other than staff working for the contractor on the PRAMS project.
- N. All telephone interviews shall be conducted so that the data files will be downloaded within two weeks of the close of each batch.
- O. All data collected for the Department shall remain the sole property of the Department of Health & Mental Hygiene (DHMH).

Insurance Requirements:

As an ongoing condition of this contract, the Contractor shall show evidence of third party legal liability insurance for themselves and any subcontractor under the agreement covering claims arising from the operations and provided under the contract. These insurance coverages shall include the statutory limit for Worker's Compensation coverage; a minimum of \$500,000.00 aggregate for Commercial General Liability coverage; a minimum of \$100,000.00 for each Professional Liability or Malpractice coverage, if applicable; and Automobile Liability, if applicable. All coverages shall be provided by insurance companies licensed to do business in the State of Maryland and shall be endorsed to provide 30 day notice of cancellation or non-renewal to the Department's Contract Monitor identified in PART III of this document.

All insurance shall be in an amount and type acceptable to the State of Maryland. Any self-insurance program must be documented including any necessary regulatory approval.

The Contractor will name the State of Maryland as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and provide certificates of insurance evidencing this coverage prior to the commencement of any activities.

Bid Submission Requirements:

The bidder shall submit one copy of the following with each bid submission:

Two Part Sealed Bid

Bidders shall complete a technical bid containing the information or documentation required in

this Part II heading Mandatory Qualifications. This shall be in a sealed envelope marked “Technical Bid.” A separate envelope containing the completed bid page shall also be included and marked “Financial Bid.” Both shall be combined in an envelope marked as directed in Part I heading General.

Bid Proposal Affidavit

All bidders must complete and submit with their bid, the Bid/Proposal Affidavit attached hereto. Bids that do not include the Bid/Proposal Affidavit may be considered non-responsive and rejected by the Procurement Officer. See APPENDIX A

The “Total Price for Bid” specified above will be used to establish the lowest bid price and selection for recommendation for award.

The fully loaded prices shall include, but are not limited to: Labor, Profit/Overhead, General Operating and all other expenses except as expressly excluded in the IFB specifications.

Proof of Fiscal Integrity

The bidder shall provide the most current annual report to stockholders and/or any documentation that indicates corporate and/or other financial resources that will permit the bidder to fulfill the terms of this IFB. This documentation may include but is not limited to, one or all of the following:

- A. Dunn and Bradstreet Ratings
- B. Audited Financial Statements
- C. Line(s) of Credit
- D. Successful financial track record
- E. Adequate Working Capital

Legal Action Summary

The bidder shall provide a Legal Action Summary that includes:

- A. A statement as to whether there are any outstanding legal actions or potential claims against the bidder and a brief description of any such action.
- B. A brief description of any settled or closed legal actions or claims against the bidder over the past five (5) years.
- C. A description of any judgments against the Bidder within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court.
- D. In instances where litigation is ongoing and the bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

Past State Experience

As part of its offer, each Bidder is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Bidder is to provide:

- A. The State contracting entity
- B. A brief description of the services/goods provided
- C. The dollar value of the contract
- D. The term of the contract

- E. The State employee contact person (name, title, telephone number and if possible e-mail address)
- F. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Minority Business Enterprise (MBE) Affidavits and Documentation

Because there is no subcontracting goal established for this procurement, no MBE documentation is required.

Basis For Award:

- A. Award will be made to the responsive and responsible bidder that meets the requirements as set forth in the Invitation for Bids (IFB) and is the most favorable (lowest) Bid Price.
- B. Within 10 days of being notified of its recommendation for award, the bidder must complete and submit the Contract Affidavit set forth in Appendix C. The bidder understands that the contract shall not become effective until the Contract Affidavit is signed and returned and all other documents and approvals are obtained.

Duties Of The Department:

The Department has the following duties and responsibilities:

- A. Provide the start and end dates of the calling period for each batch.
- B. Provide the CDC PRAMS Telephone Interviewer Training Manual, Training and Questionnaire Coding Guidelines for the RTI Web-Based CATI interviewer by e-mail. Supervisor training to be provided by conference call.
- C. Provide the Maryland telephone introductory script, which includes all elements of informed consent, and the telephone questionnaire; the contractor shall use the hard copy of the questionnaire in the event that the RTI Web-Based CATI System is not operating correctly.
- D. Provide monitoring forms for the contractor to complete and submit back to the Department on a monthly basis.
- E. Set up a user account for each person involved with the telephone surveillance phase, and assign them appropriate access level.
- F. Periodically monitor all aspects of contractor activities to assure they are properly carrying out their responsibilities, properly following the CDC PRAMS Telephone Protocol, (Appendix F) and to identify any issues or problems that have arisen.
- G. Ensure that a supervisor is monitoring at least 10% of the time that interviewers are placing calls. Monitoring reports and a compact disk with recorded interviews shall be submitted to the Department two weeks after the close of each batch.
- H. Develop systematic weekly communications with contractor to monitor batch progress such as wrong number report, telephone disposition report, completed interviews, and other information.
- I. Participate by conference call in monthly meetings with contract staff to examine the quality of the work completed (project protocols followed, staffing and training issues, data

system issues, response rates, difficult interviews, etc.).

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BID PAGE

Pregnancy Risk Assessment And Monitoring System [PRAMS] Telephone Follow-Up
(Solicitation/Contract Title)

All bid prices entered below are to include all start up costs and expenses associated with PRAMS Telephone Follow-up Data Collection Activities.

BASE CONTRACT TERM

September 1, 2009 – August 31, 2012

Year One	<u>9/1/09-8/31/10</u>	\$ <u> </u>
Year Two	<u>9/1/10-8/31/11</u>	\$ <u> </u>
Year Three	9/1/11-8/31/12	\$ <u> </u>

Total Bid Price for the services described in this PART II-(September 1, 2009 -August 31, 2012)

Total amount to be distributed equally across the 3 year contract and not to exceed \$100,000:
\$_____

Bid Price Attested to by: _____ Date: _____
(Signature)

Title: _____

Vendor Name: _____

Address: _____

Phone/Fax/E-mail: _____

SBR Number: _____

Important: Do not alter this page. Failure to fill out this bid page completely, or altering the bid page in any way may render your bid non-responsive. Should you have any questions regarding this bid page contact the Procurement Officer identified in PART I.

Technical Bid Checklist

- A. Demonstrate ability to maintain adequate English and Spanish speaking telephone interviewing staff to perform follow-up activities
(provide staff roster, minimum 10 interviewers & 3 supervisors) _____
- B. Resumes of the supervisory staff to be submitted with bid **(lead supervisor shall possess minimum 3 years experience with similar operations)** _____
- C. Provide documentation of experience working with CDC PRAMS telephone follow-up interviewing **(5 years continuous experience with CDC PRAMS, 2 years of which must be Maryland PRAMS specific)** _____
- D. Provide documentation of prior experience working with the Research Triangle Institute's Web-based CATI system _____
- E. Include 3 letters of reference, including contact information, from state programs of a similar nature demonstrating satisfactory performance _____

(The Remainder of this page has been left blank)

PART III -- GENERAL SOLICITATION AND BID PROVISIONS

- A. The Department of Health and Mental Hygiene reserves the right to cancel this solicitation or reject any or all bids, in whole or in part, to waive minor irregularities in bids, or to allow the bidder to correct a minor irregularity if the best interest of the State will be served by doing so (COMAR 21.06.02).
- B. All bids become the property of the Department of Health and Mental Hygiene. Neither the Department nor the State of Maryland shall be responsible for any expenses incurred by the bidders in preparing or submitting their bids.
- C. All bidders shall acknowledge the receipt of all amendments, addenda, and changes issued in connection with this solicitation.
- D. Bids may be modified or withdrawn by written notice received in the office designated in this Solicitation before the time and date set for the opening. If expressly permitted in the invitation for bids, notification of bid modification or withdrawal may be made by electronic means only in the manner specified in the invitation for bids.
- E.
 - 1. A bid, request to withdraw a bid, or a modification to a bid is late if it is not received by the Department at the place and by the date and time specified on page 1 of this Solicitation.
 - 2. A late bid, late modification, or late request for withdrawal shall not be considered. Exceptions may be made when a late bid is received before contract award, and the bid, the modification, or withdrawal would have been timely but for the action or inaction of State personnel directing the procurement activity or their employees. A late modification of a successful bid, which makes its terms more favorable to the State, shall be considered at any time it is received and may be accepted.
- F. All bidders must complete and submit with their bid the Bid/Proposal Affidavit attached hereto as Appendix A. Note that the Contract Affidavit (Appendix B) must be submitted by the successful bidder within ten (10) business days of being notified of recommendation for award.
- G. Unless otherwise specified under PART II of this solicitation, this contract shall be awarded to the responsive and responsible bidder submitting the most favorable (lowest) bid price.
- H. In the case of tie bids, the award will be made in accordance with COMAR 21.05.02.14, unless another tie breaker is defined under Section II of this document.
- I. Bidders should give specific attention to the identification of those portions of their proposal that they deem to be confidential, proprietary information, or trade secrets and provide any justification of why this information should not be disclosed under the Annotated Code of Maryland, §§ 10-611 through 10-630 of the State Government Article. Bidders are advised that, upon request for this information from a third party, the Department is required to make an independent determination as to whether the information may or must be divulged to the party. Bidders are further advised that bids

will be opened publicly unless specifically stated otherwise in Section II (see COMAR 21.05.02.11 and 21.05.02.17).

- J. Any bidder or other interested person who is aggrieved by the award of the contract resulting from this solicitation may protest that decision. If a protest is made, it shall be in accordance with the procedures set forth at COMAR 21.10.02.03. and 04.
- K. The State reserves the right to make the award by item, group of items, or total bid if it is in the best interest of the State to do so, unless the bidder specifies in its bid that a partial or progressive award is not acceptable. Note: this may render the bid non-responsive.
- L. The prices bid in response to this solicitation are irrevocable for a period of 90 days following the bid opening unless another period of time is contained in the bid specifications.
- M. Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preference over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Bidder whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this INVITATION FOR BIDS is in another state submits the most advantageous bid; the other state gives a preference to its residents through law, policy, or practice; and, the preference to be applied to the contract award herein does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

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PART IV -- CONTRACT INFORMATION

Parties and Term of Contract:

This Contract, dated [enter today's date], is made by and between:

[enter the complete name of the contractor including any abbreviation, i.e. Inc., Ltd., LLC, PA, etc.]

[enter the contractor's complete business address]

Tax I.D. Number: [contractor's Federal Identification Number or Social Security Number]

eMaryland Marketplace Registration Number: _____

hereinafter called the "contractor" and the Center for Maternal and Child Health, a unit of the Maryland Department of Health and Mental Hygiene, hereinafter called the "Department". Now, therefore, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

This Contract shall commence on September 1, 2009, and shall expire August 31, 2012, unless otherwise renewed at the sole discretion of the Department for the following periods: N/A

Contract Type:

The contract resulting from this Invitation For Bids will be a Firm Fixed Price Contract as described in COMAR 21.06.03.02.

Audit of Cost or Pricing Data:

Designees of the Department of Health and Mental Hygiene, the Department of Fiscal Services, or any other State unit authorized by law may audit, during the record retention period the books and records of any contractor who has submitted cost or pricing data to the extent that the books and records relate to the cost or pricing data

Contract Audit:

Designees of the Department of Health and Mental Hygiene, the Department of Fiscal Services, or any other State unit authorized by law shall be entitled to audit the books and records of a contractor, any subcontractor, or any group of subcontractors under any negotiated contract or subcontract other than a firm fixed price contract to the extent that the books and records relate to the performance of the contract or subcontract, or if the Department has reason to believe, from an audit of a cost type contract, that costs have been inappropriately assigned to a cost type contract from a fixed price contract.

Federal Funds:

1. There ____ are / X are not programmatic conditions that apply to this contract, regardless of the type of funding. If applied, these conditions are contained in Federal Funds Attachment A.
2. The total amount of federal funds allocated for the Family Health Administration is \$ 113,651,264 in Maryland State fiscal year 09. This represents 54.8 % of all

funds budgeted for unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or Invitation for Bid.

3. This contract X does / does not contain federal funds.
4. If contained, the source of these federal funds is: Centers for Disease Control and Prevention (CDC). The CFDA number is 93.946. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds Attachment B. Any additional conditions that apply to this federally funded contract are contained in Federal Funds Attachment C.
5. Acceptance of this agreement indicates your intent to comply with all conditions, which are part of this agreement.

Minority Business Enterprise (MBE) Commitment and Documentation:

The MBE subcontracting goal for any contract(s) resulting from this solicitation is 0%. Therefore, there are no MBE Attachments to complete or forward. Minority businesses are, however, strongly encouraged to compete as a primary contractor on this IFB.

Contract Monitors:

The CONTRACT MONITOR for the Department is:

Laurie Kettinger, M.S.

Name (Typed)

Maryland PRAMS Project Coordinator

Title (Typed)

201 West Preston Street, Room 313, Baltimore, Maryland 21201

Business Address (Typed)

410-767-0803

Business Telephone Number (Typed)

The Department's Contract Monitor is the primary point of contact for the Department for matters relating to this contract. The contractor shall contact this person immediately if the contractor is unable to fulfill any of the requirements of this contract or has any questions regarding the interpretation of the provisions of the contract.

The CONTRACT MONITOR for the Contractor is:

Name (Typed)

Title (Typed)

Business Address (Typed)

The contractor's Contract Monitor is the primary point of contact for the contractor for matters relating to this contract. The contractor's Contract Monitor shall contact the Department's Contract Monitor immediately if the contractor is unable to fulfill any of the requirements of the contract or if there are any questions regarding the interpretation of the provisions of the contract.

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PART V -- BILLING AND PAYMENT PROVISIONS

A. The contractor agrees to:

1. Bill the Department monthly in triplicate, certifying thereto that the work and services have been performed, that payment for said work has not been received, and that the amount specified is due and owing. Invoices are due no later than the 15th day of the month following acceptance by the contract monitor (or designee) of the specified deliverable.
2. All invoices must (at a minimum) be signed and dated, and include the following:
 - (a) The contractor's name and mailing address,
 - (b) The contractor's Federal Tax Identification or Social Security Number,
 - (c) The State assigned Contract Control Number _____,
 - (d) The State assigned ADPICS number _____,
 - (e) The goods or services provided,
 - (f) The time period covered by the invoice,
 - (g) The amount of requested payment
3. Address all invoices **in triplicate** to Accounts Payable at:

*Attn: Accounts Payable
General Accounting Division
Maryland Department of Health and Mental Hygiene
201 W. Preston Street, 3rd Floor
Baltimore, MD 21201*

If identified below, a copy of all invoices (which must be marked "copy") shall also be sent to:

Sharon Houston

(NAME)

Chief Operating Officer

(TITLE)

201 West Preston Street, 3rd floor

(STREET AND ROOM ADDRESS)

Baltimore, Maryland 21201

(CITY, STATE, AND ZIP CODE)

B. The State agrees to pay the contractor as follows:

Upon completion of all assigned batches for the preceding month, one-twelfth the total for the appropriate fiscal year as entered on the Bid Page.

Year One	<u>9/1/09-8/31/10</u>	Dollar Amount Bid ÷ 12 = \$ _____
Year Two	<u>9/1/10-8/31/11</u>	Dollar Amount Bid ÷ 12 = \$ _____
Year Three	<u>9/1/11-8/31/12</u>	Dollar Amount Bid ÷ 12 = \$ _____

1. Electronic funds transfer is available. If the Contractor prefers payment via electronic funds transfer rather than via check, the selected Contractor shall register using the attached form COT/GAD X-10 Vendor Electronics Funds (EFT) Registration Request Form (Appendix A).
2. Funding for any contract(s) resulting from this Invitation For Bids is dependent upon appropriations from the Maryland General Assembly.
3. **Reduction/Withholding of Payment**
The Department reserves the right to reduce or withhold contract payment in the event the contractor does not provide the Department with all required deliverables within the time frame specified in the contract or in the event that the contractor otherwise materially breaches the terms and conditions of the contract until such time as the contractor brings itself into full compliance with the contract. Any such action on the part of the Department, or dispute of such action by the contractor, shall be in accordance with the provisions of Md. Code Ann. St. Fin. & Proc., 15-215 through 15-223 and with COMAR 21.10.02.
4. **Prompt Pay Requirements**
This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Bidder who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, Section VI Item 41.

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VI: GENERAL CONTRACT TERMS AND CONDITIONS

In accordance with the Annotated Code of Maryland, State Finance and Procurement Article, and the Code of Maryland Regulations, COMAR Title 21, the following clauses are hereby incorporated as a part of this solicitation and the contract awarded as a result of this solicitation.

1. FINANCIAL DISCLOSURE

The contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

2. PUBLIC INFORMATION ACT NOTICE

Bidders should give specific attention to the identification of those portions of their bids that they deem to be confidential proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Maryland Code Annotated, State Government Article, Title 10, Subtitle 6. Justification in support of such non-disclosure must accompany the bid. Upon request for information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed. A blanket statement by a bidder that their entire bid is confidential or proprietary is unacceptable.

3. APPROVALS

This contract may be subject to approval by the Office of the Attorney General, the Maryland Department of Budget and Management, and the Board of Public Works.

4. MULTI YEAR CONTRACTS

If the General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance of the contract for any fiscal period of the contract succeeding the first fiscal period, the contract shall be automatically cancelled as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, this will not affect either the Department's rights or the contractor's rights under any termination clause in the contract. The effect of termination of the contract will be to discharge both the contractor and the Department from future performance of the contract, but not from their obligation existing at the time of termination. The contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under the contract. The State shall notify the contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

5. MODIFICATION OF CONTRACT

This contract may be amended as the Procurement Officer and the contractor mutually agree in writing (subject to any necessary approvals of the Office of the Attorney General, Department of Budget and Management and, in certain cases, the Board of Public Works). No amendment may change significantly the scope of the original solicitation or, if none, the original contract. An amendment to this contract does not alter the other terms of the contract, except to the extent necessary to make them consistent with the amendment. This contract may not be amended to provide salary and wage increases for the contractor's employees with the intention of making these increases consistent with salary and wage increases given to employees of the State except as provided in the Maryland Code Annotated, Health-General Article, §10-905.

6. NON-HIRING OF STATE EMPLOYEES

No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall, during the pendency and term of this contract and while serving as an official or employee of the State, become or be an employee of the contractor or any entity that is a subcontractor on this contract.

7. CONFLICT OF INTEREST LAW

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval or disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of the Maryland Code Annotated, State Government Article, §15-501 et seq.

8. DISPUTES

This contract shall be subject to the provisions of the Maryland Code Annotated, State Finance and Procurement Article, Title 15, Subtitle 2 and COMAR 21.10. In accordance with the requirement of COMAR 21.10.04.02 the contractor must file a written notice of a claim with the procurement officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier, but no later than the date final payment is made under the contract. Pending a resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decision.

9. MARYLAND LAW PREVAILS

The Provisions of this contract shall be governed by the laws of the State of Maryland.

10. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any sub-contract except a sub-contract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

11. CONTINGENT FEE PROHIBITION

The contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor to solicit or secure this agreement; and that he has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this agreement.

12. TERMINATION FOR DEFAULT

The rights and remedies of the State under the contract are cumulative. The enforcement of any right or election of any remedy by the State provided by the contract for any breach of the contract will not preclude the State from enforcing other rights and availing itself of other remedies available under the contract for the same breach or any other breach of the contract.

If the contractor fails to properly perform its obligations under the contract, the State may correct such deficiencies at the contractor's expense.

If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the Contract, the Department may terminate the contract by written notice to the contractor. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the contractor shall, at the Department's option, become the State's property. The Department shall pay the contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the contractor's breach. If the damages are more than the compensation payable to the contractor, the contractor will remain liable after termination and the Department can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11.B.

13. TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Procurement Officer shall determine that such termination is in the best interest of the State. The Department will pay all reasonable costs associated with this contract that the contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the contractor shall not be reimbursed for any

anticipatory profits, which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12.A(2).

14. TAX EXEMPTION

The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the contractor shall pay the Maryland sales tax and the exemption does not apply.

15. ARREARAGES

By submitting a response to this solicitation, a vendor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract if selected for contract award.

16. NON-ASSIGNMENT

The contractor may not, during the term of this contract or any renewals or extensions of the contract, assign or sub-contract all or any part of the contract without the prior written consent of the Procurement Officer. However, the contractor may assign monies receivable under a contract after due notice to the Department's contract monitor.

17. DOCUMENTS RETENTION AND INSPECTION CLAUSE - OTHER THAN RESIDENTIAL HEALTH CARE FACILITIES CONTRACTS

The contractor and sub-contractors shall retain and maintain all records and other documents relating to this contract for a period of five (5) years from the date of final payment by the State hereunder or any applicable statute of limitation, whichever is longer, and shall make the documents available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

18. DOCUMENTS RETENTION AND INSPECTION CLAUSE - RESIDENTIAL HEALTH CARE FACILITIES CONTRACTS

If the contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the contractor agrees, in addition to the requirements of Clause 17, above:

- (1) That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly authorized representatives, shall be granted access to the contractor's contract, books, documents and records necessary to verify the cost of the services provided under this contract, until the expiration of four years after the services are furnished under this contract; and
- (2) That similar access will be allowed to the books, documents and records of any organization related to the contractor or controlled by the contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is sub-contracting to provide services with a value of \$10,000 or more in a twelve-month period to be reimbursed through funds provided by this contract.

19. INDEMNITY (HOLD HARMLESS) CLAUSE

A. Definitions.

For the purpose of this clause only, the following terms have the meanings indicated:

- (1) "Contractor" means the contractor, its officers, employees, agents, and representatives.
- (2) "State" means the State, its departments, agencies, officials, officers, and employees.
- (3) "Sub-contractor" means any sub-contractor of the contractor, its officers, employees, agents, and representatives.

B. Indemnification by contractors.

The contractor shall indemnify and hold the State of Maryland harmless for any cost, expense, loss, liability, fine, or penalty of any nature or character whatsoever that the State may incur as a result of a failure of the contractor, or its subcontractor(s), to comply with the terms of this agreement (or any part thereof), negligence of the contractor, injury or death to any person, damage to property, nuisance (public or private), or trespass arising out of or attributable to the performance of work by the contractor or its subcontractor(s), except to the extent caused by the negligent or willful act or omission of the State or its employees, agents, or independent contractors, other than the contractor, or its subcontractor(s).

The contractor further agrees to indemnify the State for damage, loss, or destruction of State property in the contractor's care, custody, and/or control during the term of this contract due to the action or inaction of the contractor or its subcontractor(s).

C. Liability of State.

State law prohibits the State from incurring, by way of an indemnity agreement, a potentially unlimited liability when no funds have been appropriated to fund the liability, the risk is uninsured, and the indemnity agreement is not conditioned upon the future appropriation of funds to satisfy the liability. Notwithstanding any other provisions of the contract documents, the State shall have no liability to the contractor under the circumstances described in this paragraph

The State has no obligation to provide legal counsel or legal defense to the contractor or its sub-contractors in the event that a suit, claim or action of any character is brought by any person or persons not party to the contract against the contractor or its sub-contractors as a result of or relating to the contractor's obligations under this contract.

The State has no obligation for the payment of any judgments or the settlement of any claims made against the contractor or its sub-contractors as a result of or relating to the contractor's obligations under this contract.

D. Notice of and Cooperation in Litigation.

The contractor will immediately give notice to the Procurement Officer of any claim or suit made or filed against the contractor or its sub-contractors regarding any matter resulting from or relating to the contractor's obligations under this contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the contractor's obligations under this contract.

20. COST AND PRICE CERTIFICATION

- A. The contractor shall submit cost or price information and shall certify that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
 - (1) A negotiated contract if the total contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or
 - (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.
- B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

21. PAYMENT OF STATE OBLIGATIONS AND INTEREST

- A. Payments to the contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the contractor. Charges for late payment of invoices, other than as prescribed by the Maryland Code

Annotated, State Finance and Procurement Article, § 15-104 et seq. or by the Public Service Commission of Maryland, with respect to regulated public utilities, as applicable, are prohibited.

- B. The Maryland Code Annotated, State Finance and Procurement Article, §15-104 et seq. provides that the State shall remit payment to the contractor within forty-five (45) days after receipt of a proper invoice pursuant to any authorized, written procurement contract. Except as provided in State Finance and Procurement Article, §15-105, the State's failure to remit payment within this period may entitle the contractor to interest at the rate specified in State Finance and Procurement Article, §15-104, for the period that begins thirty one (31) calendar days after the receipt date. This amount, if paid, shall be in lieu of payment of any other late charge(s) by the State.
- C. For purposes of this contract, an amount will not be deemed "due and payable" and interest payments will not be authorized for late payments unless the following conditions have been met:
 - (1) The amount invoiced is consistent with the amount agreed upon by the parties to the contract.
 - (2) The goods or services have been received by the State and the quantity received agrees with the quantity ordered.
 - (3) The goods or services meet the qualitative requirements of the contract and have been accepted by the State.
 - (4) The proper invoice has been received by the party or unit of government specified in the contract.
 - (5) The invoice is not in dispute.
 - (6) If the contract provides for progress payments, the proper invoice for the progress payment has been submitted pursuant to the schedule contained in the contract.
 - (7) If the contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have been met.
- D. In order to receive payment of interest, the contractor must submit a proper invoice for accrued interest within 30 calendar days after the payment date (i.e., the date of the check from the State Treasurer that pays the contractor for the goods supplied or the service rendered) of the amount on which the interest accrued. Interest may not be claimed (1) if a claim has been filed under the Maryland Code Annotated, State Finance and Procurement Article, §15-201 through 223, (2) if the accrual period is more than one year following the 31st calendar day after the date that a proper invoice is received by a State agency, or (3) on an amount representing unpaid interest.

22. INSPECTION OF PREMISES

The contractor agrees to permit authorized officials of the State to inspect, at reasonable times, its plant, place of business, job site, or any other location that is related to the performance of the contract.

23. INCORPORATION BY REFERENCE

All terms and conditions under the solicitation, and any amendments thereto, are made a part of this Contract. In the event of contract award, the contract shall consist of the INVITATION FOR BIDS, including all addenda, exhibits, and attachments. This shall constitute the entire agreement between the contracting parties, superseding all representations, commitments, conditions, or agreements that may have been made orally or in writing prior to the execution of the contract.

24. SPECIFICATIONS

All materials, equipment, supplies, or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.

25. DELIVERY AND ACCEPTANCE

Delivery shall be made in accordance with the solicitation specifications. The State, at its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the contractor's control. The State unilaterally may order, in writing the suspension, delay, or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

26. ANTI-BRIBERY

Potential contractors and sub-contractors are required to be aware of the Maryland Code Annotated, State Finance and Procurement Article, §16-202, that requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe committed in the obtaining of a contract from the State or any of its subdivisions, shall be subject to disqualification pursuant to the Maryland Code Annotated, State Finance and Procurement Article, §16-202, from entering into a contract with the State, or any county or other subdivision of the State.

27. REGISTRATION

Pursuant to the Maryland Code Annotated, Corporations and Associations Article, §7-201, et seq. corporations not incorporated in the State shall be registered with the State

Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. The contractor shall be responsible for ensuring that all subcontractors meet these requirements and further that the contractor and all subcontractors meet these requirements for the duration of the contract.

Any potential bidder who has questions concerning this requirement is advised to contact the Department of Assessments and Taxation at (410) 767-1330. It is strongly recommended that potential bidders be completely registered prior to the due date for receipt of bids. Failure to register may result in the rejection of a bidder's bid.

28. EPA COMPLIANCE

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

29. OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

30. PATENT, COPYRIGHTS, TRADE SECRETS, AND INDEMNIFICATION

If the contractor furnishes any design, device, material, process, or other item which is covered by a patent or copyright, or which is proprietary to, or a trade secret of another, it is solely the responsibility of the contractor to obtain the necessary permission or license to use such item or items. The contractor hereby grants to the Department a royalty-free, nonexclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all data now and hereafter covered by copyright, and warrants that it has the authority to do this.

If any products furnished by the contractor become, or in the contractor's opinion are likely to become, the subject of a claim of infringement, the contractor will, at its option: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

If the contractor obtains or uses for purposes of the contract (or any subcontracts) any design, device, material, process, supplies, equipment, text, instructional material, services or other work, the contractor shall indemnify the State, DHMH, their officials, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by this contract.

31. STATE CONTRACT PREVAILS

Whenever a vendor/contractor's standard contract is used along with this State's contract, this State's Contract shall prevail in the event of conflict between any provision of the two contracts when the State determines it to be in its best interest.

32. CHANGE ORDERS AND SUSPENSION OF WORK

Both parties agree that pursuant to the Maryland Code Annotated, State Finance and Procurement Article, §13-218, 1) the State has the unilateral right to order in writing changes in the work within the scope of the contract; and 2) the procurement officer unilaterally may order the contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the procurement officer may determine to be appropriate for the convenience of the State.

33. RIGHTS IN DATA

Work produced as a result of this solicitation is and shall remain the sole property of the Department of Health & Mental Hygiene (DHMH).

The contractor agrees that all documents, equipment, and materials, including but not limited to, reports, drawings, studies, specifications, estimates, texts, computer software including software documentation and related materials, maps, photographs, designs, graphics, mechanicals, art work, computations and data prepared by or for, or purchased by or for, the contractor because of this contract shall, at any time during the term of the contract, be available to DHMH and shall become and remain the exclusive property of DHMH during and upon termination or completion of the services required to be performed under this contract.

DHMH shall have the right to use same without restriction and without compensation to the contractor other than that provided in this contract.

The contractor agrees that, at all times during the term of this contract and thereafter, the works created and services performed shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this contract are not works for hire for DHMH, the contractor hereby transfers and assigns to DHMH all of its rights, title and interest (including all intellectual property rights) to all such products created under this contract, and will cooperate reasonably with DHMH in effectuating and registering any necessary assignments.

The contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Vendor with respect to all data delivered under this agreement.

The contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such markings.

34. DELAYS AND EXTENSIONS OF TIME

The contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable cause beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the contractor or the subcontractors or suppliers.

35. PRE-EXISTING REGULATIONS

In accordance with the provisions of the Maryland Code Annotated, State Finance and Procurement Article, §11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

36. POLITICAL CONTRIBUTION DISCLOSURE

The contractor shall comply with Maryland Code Annotated, Election Law Article, §§14-101 through 14-108, which requires that every person that enters into contracts, leases or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

37. COMPLIANCE WITH LAWS

By submitting a bid in response to this solicitation the vendor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- B. It shall comply with all Federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

- C. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

38. PROHIBITION OF SEXUAL HARASSMENT

The contractor shall operate under this agreement so that no employee or client is subjected to sexual harassment in the workplace or in locations and situations otherwise associated with the performance of duties per the terms of this contract. Further, except in sub-contracts for standard commercial supplies or raw materials, the contractor shall include this clause, or a similar clause approved by DHMH, in all sub-contracts. The contractor has primary responsibility for enforcement of these provisions and for securing and maintaining the sub-contractor's full compliance with both the letter and spirit of this clause.

39. COMMERCIAL NONDISCRIMINATION

- A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the

State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

40. LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation (see Appendix D- entitled Living Wage Requirements for Service Contracts). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.72 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$8.81 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

41. PROMPT PAYMENT DIRECTIVE – In accordance with the Directive by the Governor's Office of Minority Affairs dated August 1, 2008:

- A. If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:
 - (1) Not process further payments to the contractor until payment to the subcontractor is verified
 - (2) Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - (3) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - (4) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (5) Take other or further actions as appropriate to resolve the withheld payment.
- B. An "undisputed amount" means an amount owed by a contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

- C. An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:
- (1) Affect the rights of the contracting parties under any other provision of law;
 - (2) Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
 - (3) Result in liability against or prejudice the rights of the Agency.
- D. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- E. To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:
- (1) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - (2) This verification may include, as appropriate:
 - a. Inspecting any relevant records of the contractor;
 - b. Inspecting the jobsite; and
 - c. Interviewing subcontractors and workers.
 - d. Verification shall include a review of:
 1. The contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 2. The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
 - (3) If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action.
 - a. Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - (4) If the Agency determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:
 - a. Terminate the contract;
 - b. Refer the matter to the Office of the Attorney General for appropriate action; or
 - c. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

- (5) Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

42. NON-VISUAL ACCESS

The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5%.

For purposes of this regulation, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

43. CONFIDENTIALITY

The contractor agrees to keep information obtained in the course of this contract confidential in compliance with CDC PRAMS protocol. The contractor agrees further to comply with any applicable State and federal confidentiality requirements regarding collection, maintenance and use of health and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA, 42 U.S.C. § 1320d et seq. and implementing regulations at 45 CFR Parts 160 and 164) and the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq., MCMRA). This obligation includes providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Agency for information about its privacy practices in general or with respect to a particular individual, modifying such information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health and financial information.

PART VII: INCORPORATION BY REFERENCE

The documents listed below are hereby incorporated into this contract and made an integral part thereof.

TITLE	Number of Pages
<u>Appendix A - Bid Proposal Affidavit</u>	<u>8</u>
<u>Appendix B – Contract Affidavit</u>	<u>2</u>
<u>Appendix C - Standard Addendum for the Means of Delivering Bids or Proposals</u>	<u>2</u>
<u>Appendix D – Living Wage Requirements for Service Contracts</u>	<u>2</u>
<u>Appendix E – Affidavit of Agreement Living Wage Requirements for Service Contracts</u>	<u>2</u>
<u>Appendix F – Vendor Electronic Funds Transfer (EFT) Registration Request Form</u>	<u>2</u>
<u>Appendix G-CDC PRAMS Telephone Protocol</u>	<u>32</u>

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PART VIII: SIGNATURE PAGE

Specifications and terms and conditions of this solicitation and the contract to be awarded as a result of this solicitation, including any addenda identified in PART VII, are attached hereto consisting of 34 pages (Parts I through VIII, including the Bid Page, which is page number 16), dated March 31, 2009 and titled PRAMS Telephone Follow-up Data Collection.

In compliance with this above Solicitation for Bids, the Bidder agrees, if this bid is accepted within 90 days from the date of the bid opening, to furnish the item(s) or service(s) for which prices are quoted. Upon acceptance of this bid by the Secretary of Health and Mental Hygiene or authorized representative, the bidder (contractor) agrees to perform under the specifications and provisions included herein and attached hereto for the consideration specified herein.

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

(Sign in ink)

By: _____
(Signature)

Name (Typed) Date

Title (Typed)

ACCEPTANCE BY THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE

Signatory for the Department shall be the Secretary, DHMH or designee

By: _____
(Signature)

Name (Typed) Date

Title (Typed)

Approved as to form and Legal Sufficiency
This _____ day of _____

By: _____
Assistant Attorney General

Name (Typed)

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken.

Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in

violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B — C and subsections (1) through (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to §16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State

Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
 - (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of

the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____

Address: _____

(If not applicable, so state).

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal

shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

Revised March 30, 2007

CONTRACT AFFIDAVITA. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ and the duly authorized representative
of (title)

(name of business)

and that I possess the legal authority to make this Affidavit on behalf of my self and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY
THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST
OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____ By:_____

(Authorized Representative and Affiant)

MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE

Standard Addendum for the Means of Delivering Bids or Proposals

Any bid or proposal due to any unit of the Maryland Department of Health and Mental Hygiene shall be delivered/transmitted as described in this addendum. The failure of any bidder or offeror to follow these instructions may result in its bid or offer not being received by the due time and date, which will result in the rejection of that bid or offer.

There are three acceptable means of delivering/transmitting a bid or offer:

1. The United States Postal Service;
2. Hand delivery by the bidder/offeror itself; and
3. Hand delivery by a commercial delivery/courier company acting as an agent of the bidder/offeror.

The detailed manner for the utilization of each of these methods is described below:

For U. S. Postal Service Deliveries

For U.S. Postal Service deliveries, any bid or proposal that has been received at the appropriate mail room or typical place of mail receipt for the respective procuring unit by the time and date listed in the RFP or specifications will be deemed to be timely.

If a vendor chooses to use the United States Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only.

These are the only forms of U.S. Postal Delivery for which both the date and time of receipt can be verified by the Department. A vendor using first class mail will, therefore, not be able to prove a timely delivery at the mail room. It may take several days for an item sent by first class mail to make its way by normal internal mail pickup to a procuring unit's bid box.

For Hand Deliveries by Vendors and Deliveries
By Commercial Courier Services

These deliveries must be delivered directly to the room or location specified in the RFP or solicitation and placed in the designated bid box. A bidder who uses a commercial courier service must take appropriate action to ensure that the courier actually delivers the bid/offer to the specified location and not to the Department's mailroom or loading dock. The bid/offer will not be deemed to have been received until it is placed in the designated bid box.

For any type of hand delivery, the vendor or its commercial courier services should request a signed receipt from a procuring unit employee which notes the title of the procurement, the name of the vendor, and the time and date of receipt at the bid box.

Identifying Information

All envelopes containing bids or offers, no matter how transmitted, must contain this information prominently displayed:

- either "Sealed Bid" or "Sealed Proposal," as appropriate;
- the exact title of the bid or proposal as noted in the RFP or specifications;
- the due time and date; and
- the name of the bidder/offeror.

Questions on any of these requirements should be directed to the Department contact person identified in the RFP or solicitation or to the Office of Procurement and Support Services at (410) 767-5816.

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a contract subject to the Living Wage.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

- (A) has a State contract for services valued at less than \$100,000, or
- (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.

(2) A Subcontractor who:

- (A) performs work on a State contract for services valued at less than \$100,000,
- (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
- (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.

(3) Contracts involving services needed for the following:

- (A) Services with a Public Service Company;
- (B) Services with a nonprofit organization;
- (C) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
- (D) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract determines that application of the Living Wage

would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

- D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR website <http://dllr.state.md.us> and clicking on Living Wage.

Affidavit of Agreement

Maryland Living Wage Requirements-Service Contracts

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- _____ Bidder/Offeror is a nonprofit organization
 _____ Bidder/Offeror is a public service company
 _____ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
 _____ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- _____ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
- _____ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- _____ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized

Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

**State of Maryland
Comptroller of Maryland**

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business name _____

Address line 1 _____

Address line 2 _____

City _____ State _____

Zip code:

--	--	--	--	--	--

--	--	--	--	--	--

Business taxpayer identification number:

Federal Employer Identification Number:

--	--

--	--	--	--	--	--	--	--

(or) Social Security Number:

--	--	--

--	--

--	--	--	--	--

Business contact name, title, and phone number including area code. (And address if different from above).

Financial institution information:

Name and address _____

Contact name and phone number (include area code) _____

ABA number:

--	--	--	--	--	--	--	--	--	--	--	--

Account number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account type: ☐ Checking ☐ Money Market

A VOIDED CHECK from the bank account must be attached.

Transaction requested:

1. ☐ Initiate all disbursements via EFT to the above account.
2. ☐ Discontinue disbursements via EFT, effective _____
3. ☐ Change the bank account to above information – a copy of the approved

Registration Form for the previous bank account must be attached.

(OVER)

I am authorized by *_____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

_____/_____/_____

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request.

Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division

Room 205, P.O. Box 746

Annapolis, Maryland 21404-0746

COT/GAD X-10

CDC PRAMS Telephone Protocol

5.1 Data Sources

PRAMS data are derived from three sources: birth certificate data, operational data, and questionnaire data. All three sources of data are combined to create a final, weighted PRAMS analysis data set. An analysis data set cannot be produced unless all three sources of data are in place.

5.1a *Birth Certificate Data.* Birth certificates are essential to PRAMS data collection for several reasons. First, they provide the sampling frame from which births are stratified and then randomly selected for PRAMS surveillance. Second, birth certificate information is used to weight PRAMS survey data so that it is representative of the population. Third, birth certificates serve as a source of demographic and clinical information about the sampled mother and the infant.

5.1b *Operational Data.* PRAMS operational data are generated by PRAMTrac, a customized tracking software program developed by CDC to assist the Project Coordinator and the Data Manager in PRAMS activities. Operational data are used to calculate response rates and to monitor the quality of operations. They are also used for analysis of PRAMS survey methodology. For a more complete description of PRAMTrac's capabilities, see **Section 5.5b.**

5.1c *Questionnaire Data.* Self-reported data are collected by mail and by telephone. The PRAMS questionnaire serves as the principal source of maternal behavioral information for the time before, during, and after the mother's most recent pregnancy. More detailed information regarding the PRAMS questionnaire is provided in **Section 5.4.**

5.2 Methodology

5.2a *Achieving Adequate Response Rates.* Response rates are crucial to the quality of a surveillance system such as PRAMS, and consequently, to the ability to produce valid scientific analyses. The goal of PRAMS surveillance activities is to obtain completed interviews for 100% of sampled women. The minimum acceptable response rate for analysis of PRAMS data is 70% for each sampling stratum.

Because of nonresponse, actual sample sizes for PRAMS must be larger than those needed to achieve a given level of precision in epidemiologic measurements. Larger sample sizes reduce the random component of error in estimates obtained from PRAMS. However, increasing sample sizes does not compensate for response bias. Nonrandom or systematic error from response bias can only be reduced by improving response rates.

In PRAMS, one of the components of the analysis weights adjusts for nonresponse patterns because response rates vary among strata. However, weights may not adequately compensate for low response rates. The nonresponse weight assumes that the average of the answers of the respondents within a particular stratum and response category under

consideration is the same as the average of the answers for the nonrespondents in that stratum and response category. Whereas this assumption seems reasonable for strata with response rates of 70% or higher, it becomes increasingly implausible for strata with lower response rates. For strata with response rates below 50%, this assumption is unjustified.

5.2b The Tailored Design Method. Studies of survey methodology have established specific techniques that can be used to increase response rates. The principles and practices of the mixed-mode survey methodology incorporated in PRAMS are based primarily on the Tailored Design Method (TDM). Don Dillman has developed and refined this methodology based on years of research. As stated in **Section 4.3c**, Dillman served as a consultant to PRAMS during its initial development. He is the author of *Mail and internet surveys: the Tailored Design Method*¹, a follow-up to his book *Mail and telephone surveys: the Total Design Method*². The key features of the Tailored Design Method, listed below, have been demonstrated to improve response rates to mail surveys.

- i. Make multiple and varied contacts.* Each contact should offer a unique appeal to complete the survey. Using different types of contacts and different messages increases the likelihood of appealing to a broader group of women, and thus, of increasing the response rates.
- ii. Provide a token incentive.* While financial incentives are most effective, they are not possible for some surveys. Other token incentives should be used in those cases. Research has consistently shown that incentives, even small incentives, are more effective than rewards to increase response rates.
- iii. Develop a “respondent-friendly” questionnaire.* The questions and instructions should be straightforward and easily understood. This not only increases the likelihood that the person will complete the questionnaire, it also increases the likelihood that valid responses will be provided.
- iv. Provide return envelopes with first-class stamps.* The use of first-class stamps on return envelopes has been shown to increase response rates by 2%-4%. (Note that the use of first-class stamps on the outgoing mail package has no effect on response rates.)
- v. Personalize all correspondence.* Letters should be addressed to an individual versus a generic title (i.e., Dear Ms. Smith versus Dear Mother).

As suggested by the name, the specific components of the Tailored Design Method can be tailored to address the needs of any particular survey. Each of these features will be discussed in more detail throughout this chapter.

5.3 Mixed-Mode Surveillance

PRAMS surveillance combines two modes of data collection: mail and telephone. Because of the advantages of mail surveillance, particularly cost and (in the case of PRAMS) ready access to mailing addresses, this mode is used as the primary form of data collection. Up to three self-

1 Dillman DA (2000). *Mail and internet surveys: the tailored design method*. John Wiley & Sons, Inc.

2 Dillman DA (1978). *Mail and telephone surveys: the total design method*. New York: Wiley-Interscience.

administered surveys are mailed to sampled women. Women who do not respond to the mailings are followed up by telephone and encouraged to complete a telephone interview. Telephone follow-up for mail nonrespondents adds substantially to the number of completed questionnaires that PRAMS states are able to obtain. Aggregate data from 19 PRAMS states for 2000 show that telephone follow-up increased the overall response rate by an average of 15%, with a range of 4% to 25%. In addition, the greatest impact in response rates is observed among hard-to-reach populations.

The combination of multiple contacts and mixed data collection modes has proven effective in increasing response rates in many populations. The specific modes selected for PRAMS complement one another to maximize response rates while minimizing cost. The advantages and disadvantages of each mode are discussed here.

5.3a Advantages and Disadvantages of Mail Surveillance.

i. Advantages.

- Data collection by mail is often less expensive than other data collection techniques. Hiring and training interviewers requires more resources than mailing self-administered questionnaires.
- Mail questionnaires prevent interviewer bias. When a face-to-face or telephone interviewer varies the way a question is asked, bias and variability are introduced. Because there are no interviewers in a mail survey, this source of bias is avoided.
- Mail questionnaires may reduce response bias. Respondents may be more likely to answer difficult, unpleasant, or sensitive questions honestly if the questions are posed on paper rather than in person.
- Mailing addresses are readily available from the birth certificates that serve as the PRAMS sampling frame. We assume that the majority of addresses supplied on the birth certificates are correct. PRAMS experience has found that about 7% of mailed questionnaires are returned undelivered. It is often possible to identify alternate addresses for these cases or to identify telephone numbers for telephone follow-up.

ii. Disadvantages.

- Mail surveys tend to have a lower response rate than either telephone surveys or in-person interviews. It is easier not to respond to a mail survey than it is to refuse to respond by telephone or in person.
- Literacy or visual impairment may be issues that prevent some women from responding to a self-administered survey.
- Unlike interviewer-administered surveys, mail respondents cannot ask for clarification regarding questions they do not understand.
- Researchers cannot be sure of the identity of the respondent (i.e., that the sampled woman is the person actually filling out the questionnaire).

5.3b *Advantages and Disadvantages of Telephone Surveillance.*

i. Advantages.

- Telephone interviews tend to yield higher response rates than mailed surveys.
- Telephone interviews provide an opportunity for women with low levels of literacy to participate.
- Telephone interviews are less expensive and require fewer staff than contacting women for face-to-face interviews.

ii. Disadvantages.

- Interviewer bias may be introduced if questions are asked differently between interviewers or if the same interviewer varies the way questions are asked between interviews.
- In contacting individuals by telephone, several barriers exist that may introduce response bias:
 - o Some individuals, usually those in low-income households, do not have telephones or service may be disconnected.
 - o For those women who do have telephones, locating working numbers may be difficult. Telephone numbers are not normally available from birth certificates, and access to up-to-date sources of telephone numbers may be difficult.
 - o Many women are using cell phones exclusively (no LAN lines in the home), and there is no directory available to access these numbers.
 - o Individuals with unpublished numbers and individuals who have the ability to screen incoming calls (or filter them thru Privacy Director) may be difficult to contact. Both of these situations have become more common in recent years. These are often attempts to minimize unwanted intrusions by telemarketers, and they may negatively impact the ability of PRAMS interviewers to reach women.

5.4 Data Collection Instruments

5.4a *Historical Development of the PRAMS Questionnaire.*

The PRAMS questionnaire has been revised several times throughout the life of the project. In all cases, the development of the questionnaire has been a collaborative process between participating states and CDC. Potential topics and questions are identified and researched by staff in the states, staff in the Division of Reproductive Health at CDC, or in some cases, by other maternal and child health colleagues.

The questionnaire consists of core questions, which are included on all states' surveys. In addition, states may add additional questions that address topics of interest. For the first two phases of the survey, each state developed its own questions (state-developed questions) to add to the survey. Beginning with the Phase 3 survey, a set of standard questions was developed. States are able to choose questions from the standard set when selecting questions for their state-specific sections of the survey. They can also use state-developed questions, those they have developed on their own. Thus, the state-specific section of the questionnaire can now include two types of questions: standard or state-developed.

The first questionnaire, known as the Phase 1 questionnaire, was in the field from fall 1988 to summer 1990. The Phase 2 questionnaire was in the field from fall 1990 through 1995. Beginning in 1994, a comprehensive evaluation and revision of the questionnaire was undertaken, and the resulting Phase 3 questionnaire was in the field from fall 1995 through 1999. While selected questions were retained, revised, added, or deleted during each revision, the basic structure of the questionnaire remained the same. Each state used all core questions, which followed a chronological order through the pregnancy and early infancy of the baby. These were followed by state-added questions (standard or state-developed), which again followed a chronological order.

Another comprehensive revision was undertaken in 1999. In addition to evaluating and revising the content of the questionnaire, the questionnaire structure also underwent a major revision. Based on current survey research, the Phase 4 questionnaire was arranged in two-column format, with well-placed instructions to help respondents move through the questionnaire appropriately. Also new in the Phase 4 questionnaire was the integration of core and standard questions. Where appropriate, standard questions that relate to core topics appeared with the core questions. Standard questions on topics not covered in the core, as well as all state-developed questions, remained in a separate section at the end of the survey. The resulting Phase 4 questionnaire went into the field with 2000 births.

In 2001, an optional "mini-revision" was offered for the first time. States were given the opportunity to make limited changes to their Phase 4 questionnaires. The scope of the revision was limited to a maximum of six standard or state-developed questions. New questions could be added, and questions could be revised or dropped only if the state had at least two years of data. Eleven states chose to participate in this "mini-revision," and their revised Phase 4 surveys were placed in the field in 2002.

Periodic reviews and revisions of the PRAMS questionnaire are an important part of maintaining data quality and usefulness. At the end of 2002, the evaluation of the Phase 4 questionnaire began. As before, the revision was a collaborative process between PRAMS states and CDC. Existing questions were evaluated and revised as necessary, new topics were explored, and new standard questions were solicited from maternal and child health colleagues. For Phase 5, the content of the core changed slightly, and several new standard questions were developed and tested thoroughly. States still had the option of inserting selected standard questions within the core section, but many standards and all state-developed questions were placed at the back of the questionnaire. CDC PRAMS developed guidelines on the order of the state-selected questions. Implementation of the Phase 5 questionnaire occurred in 2004.

5.4b *Criteria for Selection of Questions.* The following criteria are used to determine the

content areas of the questionnaire:

- The usefulness of the information to develop and target specific interventions to reduce infant morbidity and mortality.
- The likelihood that valid information can be collected from the mother two to six months after delivery.
- The estimated prevalence of the behavior, attitude, or experience.
- The strength of the association between the behavior, attitude, or experience, and infant morbidity and mortality.
- The availability of state-level information from other data sources.
- The importance of the information as a covariate for the association between the behavior, attitude, or experience, and infant morbidity and mortality.
- The likelihood that sensitive information can be elicited from the mother.
- The state's need for the information for the year 2010 health objectives or other program needs.

5.4c Types of Questions on the PRAMS Questionnaire.

i. Core Questions. The core questions are used by all states and provide data that can be used for comparisons of maternal behaviors between the states. Phase 5 core questions include (but are not limited to) the following topics:

- Insurance coverage
- Contraception
- Pregnancy intention
- Perinatal substance use (alcohol and tobacco)
- Prenatal care (content, barriers, timing, source)
- Psychosocial stressors
- Complications of pregnancy and delivery
- Sources and level of household income
- Breastfeeding
- HIV testing

ii. Standard Questions. Standard questions are often reflective of topics of interest to a majority of PRAMS states, and these questions can be used to provide comparisons among states that choose them. Standard questions may be developed by CDC, PRAMS states, or other maternal and child health colleagues, and they are pretested and field tested by CDC. The use of standard questions simplifies and speeds up the question revision process at the state level since they are finalized and tested by CDC. Standard questions include (but are not limited to) the following topics:

- Prenatal care (content, satisfaction)

- Fertility and contraception
- Maternal physical and mental health
- Social support and services
- House and household characteristics
- Infant health care
- Breastfeeding
- Injury prevention
- Physical activity
- HIV testing

iii. State-Developed Questions. States have the opportunity to supplement the standard questions they select with questions that address additional issues of particular importance to their individual states. State-developed questions are developed and pretested by the state, and are incorporated into the state-specific portion of the questionnaire.

5.4d Development of Questions. Question development and testing is a field unto itself. Extensive literature is available on the subject, and CDC can provide references upon request. Some basic principles of question development are discussed here. It will be helpful to keep these principles in mind when developing new questions for the PRAMS questionnaire.

i. Question Structure. For self-administered surveys, open-ended questions can be problematic. First, they are more likely to be left unanswered. Second, it is difficult to get a complete answer because no interviewer is available to probe for more information or for a better understanding of the respondent's initial answer.

In general, closed-ended questions are a better choice for a self-administered questionnaire such as PRAMS. Because the response options of interest are printed on the questionnaire, it is easier to get a thorough response than if the question structure forced the respondent to search her memory for all relevant responses. This is particularly true for the many questions on PRAMS that ask a respondent to identify reasons for engaging in a particular behavior (e.g., reasons for not using birth control).

ii. Question Wording. The wording of a question can impact the way in which a respondent answers. To increase the likelihood that the respondent can understand the question and provide a valid response, keep in mind the following:

- Use simple, easily understood words.
- Be direct and to the point.
- Be specific. For example, if the question is specific to a certain time period, state that explicitly (e.g., "In the last three months of your most recent pregnancy...").
- Use a neutral tone to prevent "leading" the respondent toward one response versus another.

- Provide simple, short instructions as necessary (e.g., “Check all that apply” or “Check one answer.”)
- Be sure that every respondent can answer the question. If a question does not apply to a group of respondents, a filter question should precede it so that group can skip the question (e.g., “Did you ever breastfeed or pump breast milk to feed your new baby after delivery?”).

The Question Appraisal System (QAS-99), originally developed for the Behavioral Risk Factor Surveillance System (BRFSS), provides a systematic method for evaluating newly developed questions. The QAS-99 is available on the **Inside PRAMS Web site**, and states are encouraged to use it before pretesting state-developed questions.

5.4e Pretesting the PRAMS Questions. It is critical to pretest questions before they are placed on the questionnaire. This is true whether the question is newly developed for PRAMS or whether it has been used in another setting (e.g., with another population or with another mode of administration). Pretesting questions often uncovers potential problems that the researcher may not have anticipated. It is much better to discover and correct these problems before one or more years of unusable data are collected. CDC conducts two types of pretesting on newly developed or modified English and Spanish questions; cognitive interviewing and field testing.

Cognitive interviewing. Pretesting PRAMS core, standard, and state-developed questions involves the use of cognitive techniques such as those utilized in CDC's National Center for Health Statistics (NCHS) Questionnaire Design Research Laboratory (QDRL). The respondent must be able to appropriately interpret the question, retrieve relevant information, evaluate the information retrieved, and formulate a response to the question in order to provide a valid response. Unlike traditional field-testing, the cognitive approach involves extensive probing to gain information about how individuals interpret questions and formulate responses. This technique improves the question structure to resemble the way people structure information in their memory, thereby improving questionnaire validity. Revisions to the questions are made based upon the findings of the cognitive interviews.

Beginning with the development of the Phase 3 questionnaire, NCHS/QDRL has pretested the core and standard questions using the cognitive techniques described above. A pretest summary of the Phase 5 questionnaire is available upon request from CDC.

Maryland must conduct appropriate pretests on any new or revised state-developed questions that are under consideration for the survey. Questions must be tested for both mail and telephone administration and in both English and Spanish (if applicable). A total sample of 20-25 postpartum women of various sociodemographic backgrounds (i.e., race/ethnicity, education, age) is recommended. Any revisions that are made as a result of initial pretests should undergo additional pretesting. Materials to guide Maryland staff in these cognitive interviewing techniques are available on the **Inside PRAMS Web site**; CDC staff are available to discuss these techniques upon request.

5.4f Field Testing the PRAMS Questionnaire. Following the cognitive interview pretests, CDC conducts field tests of core and standard questions. This provides an opportunity to ensure that revisions made based on the cognitive testing results are appropriate.

Approximately 20-25 women of various sociodemographic backgrounds (i.e., race/ethnicity, education, age) are included in the testing. Respondents are provided with a letter (or oral information for interviewer-administered format) that assures that participation is voluntary and that all responses are anonymous. Field tests are typically carried out in health department clinics and over the telephone to allow testing of both the mail and telephone versions of the survey. Further, field tests are conducted in both English and Spanish.

Pretesting State-Developed Questions

Maryland has predominantly selected questions from the standard CDC question list which have already been pre-tested by the CDC with the exception of one state-developed question selected from Oklahoma. This question has been pretested, used and evaluated by the Oklahoma PRAMS project.

Because each state questionnaire is different based on the selection of standard and state specific questions, the final step in the testing process is for states to conduct a flow assessment of the final questionnaire. For this step, Maryland may use a convenience sample (coworkers, friends, family, etc.) of postpartum women to test its full questionnaire with all standard and state-developed questions inserted appropriately. This provides an opportunity to ensure that the questionnaire flows smoothly as a whole and that the proper skip instructions are in place throughout the questionnaire. Again, both the mail and telephone versions of the survey are tested, as well as English and Spanish versions (if applicable).

Maryland PRAMS Questionnaire Pretesting

Maryland uses a convenience sample of postpartum women to test its full questionnaire with all standard and state-developed questions inserted appropriately.

5.4g *Rationale for Topics on PRAMS Questionnaire.* Specific data and analytic needs should always determine selection of topics and questions. To ensure that the selection of a question is justifiable and will result in useful data, each PRAMS question is accompanied by a rationale for its inclusion in the questionnaire. These rationales describe the basis or justification for the question, as well as plans for how information from the question will be used. Rationales for the core questions are located in **Appendix D**. Rationales for the state-developed and standard questions chosen by Maryland are located in **Appendix E**.

Maryland PRAMS Standard Question Rationale

The rationale for each standard question chosen is located in Appendix E.

5.4h *Mode of Questionnaire Administration.* Survey methodology emphasizes the importance of using the appropriate questionnaire format for the mode in which the respondent will complete the questionnaire. Because PRAMS employs two modes of data collection, two types of questionnaires are required.

- i. ***Format of Self-Administered Questionnaire.*** The self-administered questionnaire is designed so that the respondent can read and fill out the questionnaire without the presence of an interviewer. All instructions and skips are clearly noted in the booklet so that the respondent can complete the questionnaire on her own.

Because the appearance of the questionnaire can influence response rates, it should appear inviting, interesting, and not too long or too difficult to complete. The self-administered questionnaire is restricted to 14 pages. The questionnaire is printed in booklet form on 8½" x 7" pages. Questions are printed on the front and back of each booklet page to increase the number of questions without affecting the perceived size of the questionnaire. A blank page at the end of the questionnaire booklet is reserved for any additional comments the mother may wish to make.

The booklet cover is reserved for the study name, the sponsoring organization, and an eye-catching logo. The name, address, and telephone number (1-800 number if available) of the state health department are printed on the questionnaire in case the addressed return envelope is lost. The issue date or edition number may be printed on the back cover.

- ii. ***Format of Interviewer-Administered Questionnaire.*** The interviewer-administered questionnaire contains the same questions as the self-administered questionnaire. For telephone follow-up, however, the questions must be reformatted as necessary for oral administration. The interviewer-administered questionnaire includes prompts and instructions for the interviewer that are not read aloud to the respondent. The interviewer-administered questionnaire format ensures that all interviewers deliver questions and instructions uniformly and consistently with the mail questionnaire.

Beginning in 2006, CDC PRAMS began using a standardized Computer Assisted Telephone Interviewing (CATI) system. CATI is a software program designed to assist with telephone interviewer-administered questionnaires. This is a method by which the interviewer is able to administer the questionnaire and enter data into an electronic database while the interview is being conducted. CATI eliminates the need for telephone data to be recorded twice, once on paper and then later into the QDS system.

Each state's CATI system is programmed with the telephone script for the interviewer to read as an introduction to the mother. The introduction provides the mother with all information she needs to provide informed consent; this is the same information that is presented in the mail cover letters. The hard copy telephone questionnaire is used to program the CATI system to incorporate the appropriate questions, instructions, flow and skip patterns. In addition, the CATI system records the date, time, and result of each call in its Case Management System (CMS), and this information is then downloaded into PRAMTrac.

- 5.4i ***Translations of Questionnaires.*** The PRAMS questionnaire is available in English and Spanish. States with a large Hispanic population may choose to utilize the Spanish questionnaire. Formatting and appearance are the same in both languages. CDC translates the PRAMS questionnaire (mail and telephone versions) as well as all accompanying materials (question-and-answer brochure, etc.) into Spanish. Translations of the

questionnaires by a single source ensure consistency of question content across all states and populations, and translations of questionnaires by other sources are prohibited for Spanish or any other languages.

Maryland PRAMS Questionnaires

Maryland uses Spanish questionnaires in addition to the English questionnaires.

Distinguishing English and Spanish Questionnaires

To avoid data entry confusion among the types of PRAMS questionnaires, Maryland is varying the colors of the questionnaire booklet covers. The background of the English self-administered questionnaire booklets is peach for Phase V, lavender for Phase VI and the background of the Spanish self-administered questionnaire booklet for Phase V is blue, teal for Phase VI.

5.5 General Data Collection Procedures

5.5a Timing and Contacts. While a well-designed questionnaire is crucial for obtaining accurate and reliable data, the questionnaire design itself is but one of several factors contributing to a person's decision to respond to a questionnaire. It is the data collection procedures themselves that have the biggest impact on response rates. One of the key components to Dillman's approach to survey research is to make numerous and varied contacts, which has been demonstrated to increase response rates. PRAMS utilizes the following set of contacts based on the TDM approach. Copies of each letter can be found in **Appendix F**; copies of the telephone introductions can be found in **Appendix G**.

- i. Preletter.* This is a brief letter that is sent a few days to one week in advance of the questionnaire. It informs the woman that a survey is forthcoming while providing only minimum detail about the project itself.
- ii. First Questionnaire Mailing.* The questionnaire is sent with a cover letter that describes the project. Other appropriate materials (e.g., informed consent document, incentive, question-and-answer brochure, resource list, calendar, return envelope) are included as well.
- iii. Tickler (Reminder Letter).* This letter is sent to nonrespondents 7 to 10 days after the questionnaire to remind the woman to complete the questionnaire and to offer thanks in case she has already replied. A postcard is inappropriate for PRAMS surveillance because the contents of a postcard are not private.
- iv. Second Questionnaire Mailing.* Another questionnaire is mailed one to two weeks after the tickler. A cover letter informs the person that the previous questionnaire has not been returned and includes a stronger appeal for participation. Research does not

support the inclusion of another incentive in this mailing packet. However, the informed consent document, question-and-answer brochure, resource list, calendar, and return envelope should be included with this mailing.

- v. ***Third Questionnaire Mailing (recommended).*** One to two weeks after the second questionnaire is mailed, a third and final questionnaire is mailed to the person. A cover letter informs the person that the previous questionnaire has not been returned and includes a stronger appeal for participation. Research does not support the inclusion of another incentive in this mailing packet. However, the informed consent document, question-and-answer brochure, resource list, calendar, and return envelope should be included with this mailing. For the 2000 sample, 17 of 20 states used a third questionnaire mailing, which added 5% to 11% to the overall response rate.
- vi. ***Alternate Mailing (recommended).*** In the event of an undelivered or returned mailing, an Alternate Mailing can be sent. An alternate mailing will contain the same information that was included in the Mail One Packet. States are required to label an alternate mailing in PRAMTrac, and also indicate where alternate mailings will be sent in their regular mailing schedule (See section 5.5a, Protocol Development Task Box).
- vii. ***Telephone Follow-up.*** Seven to ten days after the final mailing, telephone calls are initiated with any mail nonrespondents. Multiple telephone calls are made in an attempt to reach the mother and persuade her to complete a telephone interview.

The timing and nature of the mail and telephone contacts is designed to elicit the best response rates possible. PRAMTrac and CATI assist in setting and managing the contact schedule.

The box below contains the recommended time frames for each mail and phone activity. Any additional mailings outside of the recommended schedule for all contacts, are prohibited. To maintain data integrity, the entire data collection period should not exceed 95 days. Most women are sampled at two to three months after delivery. Assuming that most women are sampled during this time period, a data collection period of 95 days means that the infants are up to six months old when data collection ceases. Because of concerns about recall bias, CDC recommends that questionnaires be completed within six months after delivery, and no questionnaires completed after nine months of delivery will be accepted. With timely sampling procedures and timely implementation of data collection procedures, very few, if any, questionnaires will be completed beyond six months of the infant's date of birth.

Maryland PRAMS Contact Schedule

Below is the schedule that Maryland will use to conduct PRAMS surveillance activities.

Action	Recommended Time Frame	Maryland Schedule
1. Mail preletter	Day 1	Day 1
2. Mail first questionnaire	3-7 days after preletter	Day 7
3. Alternate 1		
4. Mail tickler	7-10 days after first questionnaire	Day 7
5. Mail second questionnaire	7-14 days after tickler	Day 10
6. Alternate 2		
7. Mail third questionnaire	7-14 days after second questionnaire	Day 10
8. Alternate 3		
9. Initiate telephone calls	7-14 days after third questionnaire	Day 7
10. End data collection	21-35 days after initiating phone	Day 35

5.5b Software Assistance from PRAMTrac. PRAMTrac assists in tracking all aspects of data collection. As soon as a monthly sample is drawn from Vital Records, the tracking information in the BCENTRY.DAT file (see **Section 6.5c**) is electronically imported into the PRAMTrac software. At that point, the contact procedures described above begin. The PRAMTrac software is designed to assist with the mail and telephone schedule. The timing between mailings and the duration of the telephone follow-up period are programmed into PRAMTrac according to the schedule identified above. The software then prompts the user regarding the dates activities are scheduled. If a particular mailing is delayed by more than three days, the software takes that into account and schedules the next activity accordingly, so that the correct timing between activities is preserved. No mailing activity is ever scheduled on a weekend. If a scheduled activity does fall on a weekend day, PRAMTrac automatically changes the schedule date to the following Monday.

Information on completed and refused mail questionnaires is recorded in PRAMTrac on a timely basis. The software then uses this information to identify those mothers who are eligible for the next contact activity. Mothers who have responded or refused are excluded from the remaining mail and telephone contact activities.

The PRAMTrac software has a mail merge function to manage each mailing; the software sorts the mothers into appropriate categories and prints the corresponding letters. Those mothers whose babies have died receive a special cover letter acknowledging the loss. In addition, for states using Spanish materials, PRAMTrac sorts women by Hispanic ethnicity and prints two letters for Hispanic women: one in English and one in Spanish.

PRAMTrac will also manage the mail schedule for women who have undelivered mail. These women may be taken out of the regular activity schedule while a new address is located. Once a new address is provided to PRAMTrac, it will automatically schedule the dates to send another mailing. If a new address is not located before the end of mail phase, the woman will be automatically forwarded to telephone phase with the rest of the nonrespondents.

The CATI system is designed to standardize and electronically gather all telephone operational data. The CATI system and PRAMTrac will exchange information at the beginning and end of the telephone phase as directed by state staff. At the beginning of telephone phase, the contact information is uploaded from PRAMTrac to the CATI system for women who need telephone follow-up. At the end of the telephone phase for each batch, telephone operations information is downloaded into PRAMTrac. (see **file layouts in Appendix Q and Appendix Y**). In addition, during the telephone phase, updated information on mothers who returned completed mail surveys can be sent from PRAMTrac to CATI.

5.5c *Dealing with Ineligible Mothers*

Occasionally, staff will discover that a woman who is ineligible for PRAMS has been sampled. See **Section 4.2a** for a complete list of exclusions to the sampling frame. While it is extremely rare for an ineligible woman to be sampled, it does happen on occasion. In these cases, it is inappropriate to pursue a response. The mother should be dropped from the sample, using the PRAMTrac “Drop Mom” feature. They are not counted in the computation of response rates. The situations described below correspond to “Drop Mom” codes.

- i. *Adoptive Mothers.*** The birth mother is the individual who is most qualified to complete the questionnaire. If the adoptive mother’s name appears on the birth certificate, she should be excluded from the sample. If this situation is discovered after the sample is drawn, then the adoptive mother should be dropped from the sample. If the birth mother is sampled, then all attempts should be made to encourage her participation. As the majority of the PRAMS questions are related to the time just before and during the pregnancy, the birth mother is well qualified to answer these questions, and she will be prompted to skip any questions that are related to the health and care of the infant.
- ii. *Surrogate Births.*** The survey should be completed by the surrogate carrier (or gestational carrier) and not by the intended mother (the woman who is raising the child). If the intended mother’s name appears on the birth certificate, she should be excluded from the sample if possible. If this situation is discovered after the sample is drawn, then the intended mother should be dropped from the sample. If the surrogate carrier is sampled, then all attempts should be made to encourage her participation. As the majority of the PRAMS questions are related to the time just before and during the pregnancy, the surrogate carrier is well qualified to answer these questions, and she will be prompted to skip any questions that are related to the health and care of the infant.

- iii. Out-of-State Resident.* Only births occurring within the state to residents of the state are eligible for PRAMS. If an in-state birth to a non-resident mother is discovered in the PRAMS sample, then the mother should be dropped from the sample.
- iv. Still-born Infant.* Only live-born infants are eligible for PRAMS. In rare instances a live birth certificate may accidentally be filed when a fetal death actually occurred. If this situation is discovered after the sample is drawn, then the mother should be dropped from the sample.
- v. Duplicate Twin.* The sampling procedures include coding that identifies and randomly selects only one infant from a multiple gestation (multiple births of order 4 and above are excluded altogether). Despite these procedures, occasionally more than one sibling from a multiple gestation is sampled. Matching twins or triplets when the birth certificates fall into separate batches is particularly challenging. If this situation is discovered, the twin/triplet(s) that should have been excluded based on the selection algorithm should be dropped from the sample. If they appear in different batches, the twin/triplet(s) in the later batch should be dropped since it is presumed the mother has already been contacted.
- vi. Other Ineligibles.* There may be other situations where a mother should be dropped such as a duplicate birth appearing in the sample unrelated to a multiple gestation or a birth occurring out of state.

5.5d Determining Whether to Pursue a Response for Eligible Mothers

No mother should be dropped unless she falls into one of the categories above or she meets one of the exclusion criteria described in **Section 4.2a**. In some situations it may be inappropriate to pursue a response even though the mother is eligible for PRAMS. In two such situations, deceased and incapacitated mothers, the “Drop Mom” feature is used to indicate no further follow-up for these mothers even though they are not actually dropped from the sample. They will remain in the sample and count as nonresponders to be consistent with standard definitions of nonresponse established by the survey research community. This change went into effect beginning with 2003 weighted data and 2005 PRAMTrac batch reports. Prior to this time, deceased and incapacitated mothers were completely excluded from response rate calculations.

In all other cases, a response should be pursued. Occasionally, staff will encounter an unusual situation, such as a woman who is incarcerated, who is undergoing drug/alcohol treatment, or who has moved out of the state. While these women may be more difficult to locate, they do meet the eligibility criteria for PRAMS and should *not* be dropped from the sample.

In the process of contacting eligible mothers, a mother or family member may indicate they are not interested in participating in PRAMS or request that no further contact attempts be made. Because participation in PRAMS is voluntary, these requests should be honored. These cases should be recorded as refusals and no further follow-up should be pursued.

5.6 Mail Data Collection Procedures

5.6a Presentation of Mailed Materials. Any mail sent to sampled women contains only

PRAMS materials and not information regarding other state-specific maternal and child health programs or services.

The TDM stresses the importance of personalizing the survey package to distinguish it from junk mail and to emphasize the importance and legitimacy of PRAMS surveillance to the sampled mothers. Dillman has changed some of his specific recommendations for mailed materials based on research conducted since the original publication of his methodology. Based on the revised TDM, CDC recommends the following to improve mail response rates:

- Names and addresses may be printed directly on the envelopes or may be affixed with a mailing label.
- Use first-class postage (either stamps or postage meters) for outgoing mail. First-class mail is automatically forwarded for up to 90 days if the United States Postal Service (USPS) has a forwarding address. Additionally, “Address correction requested” or “Forwarding service requested” will ensure that the sender receives the new address for up to one year.
- Avoid bulk (third-class) mail because it can be held temporarily at any distribution center through which it passes (delaying delivery), it is not automatically forwarded or returned (unless return postage is guaranteed), and finally, the bulk rate stamp on the envelope is inconsistent with the personalized image being sought.
- Do not stamp messages to the recipient on the envelope (i.e., “Important materials enclosed”).
- Avoid brightly colored packaging that conveys a marketing image. While personalization of the materials is important, we do not want the mothers to confuse the PRAMS mailings with marketing materials (“junk mail”) that may be readily discarded.
- Keep up with current postal procedures that may influence the likelihood that PRAMS mail is delivered in a timely fashion (i.e., whether the use of punctuation is discouraged or whether certain areas of the envelope are reserved for postal use only).
- Use official letterhead for letters. If data collection is contracted to an outside organization, consider using health department letterhead for the preletter and indicate that an outside organization will be conducting a survey on behalf of the health department.
- Use personal salutations on letters (i.e., “Dear Ms. Smith” instead of “Dear Mother”).
- For cover letters, use handwritten signatures or print signatures with signature font software (i.e., software that can be purchased and used with a printer to match the signature of the individual who will be signing the cover letters). Blue ink is preferred if signatures are handwritten or there is a color printer available.
- Provide a toll-free number on each letter so that a woman may call the office if she has any questions.

- Provide a return envelope with a stamp (not a postage meter or business reply envelope). This has been demonstrated to improve response rates and to produce more timely response (which can save costs on future mailings). Note that the recommendation for the return envelope differs from the recommendation for the outgoing envelope as stated above.

In addition to the above recommendations from the TDM, the words “Pregnancy Risk Assessment Monitoring System” may not be printed on any envelopes that are mailed to women as this violates a woman’s confidentiality; specifically, the word “Pregnancy” is of concern. The acronym “PRAMS” may be used, however.

Procedures for Letters and Envelopes

For envelopes, the names and addresses are printed on labels. The official Maryland Department of Health and Mental Hygiene letterhead will be used for all letters and the personal salutations will include the name of the mom.

Laurie Kettinger, PRAMS Project Coordinator, will sign the PRAMS cover letters to mothers of deceased babies. All other letters will have a signature graphic.

5.6b Contents of the First Questionnaire Mailing Packet. The following items are included in the first questionnaire mailing packet. All materials included in the mailing packet are also available in Spanish. If your state is using Spanish materials, the Hispanic women in the sample will receive two copies of everything: one copy in English and one copy in Spanish. Maternal Hispanic ethnicity is identified from the birth certificate.

- i. Questionnaire Booklet (see Appendix H).* A label with the identification (study) number, the batch number, and the type of mailing is attached to the back cover of each questionnaire. PRAMTrac is equipped with an Avery Label feature. This feature can produce a modifiable label so that other requested options (such as a space for writing the date the completed survey is received) may be printed and placed on the label as well.
- ii. Standardized Cover Letter (see Appendix F).* The cover letter for a mailed survey serves several functions:
 - Explain the purpose of PRAMS.
 - Direct the woman to the informed consent document.
 - Encourage the woman’s participation by:
 - o Emphasizing the importance of her individual experiences, and
 - o Stating that she may help to improve the health of mothers and babies by sharing those experiences.

- Describe the participation incentive or reward.
 - Explain the procedures for completing and returning the questionnaire.
- iii. Informed Consent Document (see Appendix I).** All elements of informed consent are provided on the informed consent document. See **Section 10.2** for a list of the required elements of informed consent. In the event that CDC’s IRB requires changes to the informed consent document, it should be printed as a separate document, and not printed directly on the questionnaire booklet.
- iv. Self-addressed Return Envelope With Postage Affixed.** As mentioned previously, the use of a stamp (versus postage meter or business reply envelope) has been demonstrated to improve response rates and to produce more timely response (which can save costs on future mailings).
- v. Question-and-Answer Brochure (see Appendix J).** A question-and-answer brochure is included in the mail packet to provide additional information about PRAMS. The text of the brochure was designed at the sixth-grade reading level and employs appeals used in the health education literature to encourage people to participate in the survey. The format of the brochure may be state-specific. Topics addressed in the question and answer brochure reflect questions commonly asked by mothers, such as: How was I chosen to participate in PRAMS? Is it really important that I answer these questions? Will my answers be kept private?
- vi. Calendar as a Memory Aide (see Appendix K).** A three-year calendar is mailed with the questionnaire to use as a memory aid for recollection of important dates related to pregnancy and delivery that are asked about in the questionnaire.
- vii. Resource List (see Appendix L).** Because of concerns that some questions could prompt women to request help from PRAMS staff, a resource list is provided in the mailing packet. This list has a variety of hotline numbers that women can call for assistance if they need it. PRAMS staff are prohibited from providing services or counseling to sampled women, which violates research responsibilities. If a woman does request help for any problem, she should be directed to the resource list. PRAMS staff must remember that they are forbidden to suggest that a woman needs help for any problem (e.g., physical abuse, substance use) if she has not directly asked for it.
- viii. Card for Multiple Births (recommended).** For mothers of multiple births, it is helpful to insert a separate card that states that “Some of the questions are about mothers and some of the questions are about babies. For the questions about babies, please answer for Baby ____.” This card is intended to reinforce that the mother should be answering only for the selected baby.
- ix. Participation Incentives or Rewards.** A participation incentive is something that is included with the questionnaire when it is mailed to each woman in the sample. A reward is something that is given to the respondent after a completed questionnaire is received.

Research has shown that incentives are much more effective than rewards in increasing response rates, even if the incentive has a smaller cash value than the reward. The incentive need not have a large cash value; token incentives (\$1-\$5 value) are more than sufficient to increase response. While financial incentives are most effective, material incentives (e.g., picture frames, magnets, pens) work well also, and they are generally easier to administer by government organizations.

While the incentive does not need to have a large cash value, it does need to be appropriate for the sample and for the sponsoring organization. One incentive should be used for all women. (An exception is noted below.) The selected incentive should be something that will be useful or appealing to a broad group of women. Because some women in the PRAMS sample have lost their infants due to death or other circumstances, CDC recommends using an incentive that is sensitive to these women. If a state selects an incentive that is geared toward the infant, an alternate incentive should be chosen for those women whose babies have died.

While incentives are more effective than rewards, some PRAMS states have chosen to use rewards. The above principles apply to rewards as well. States may choose to include description or a list of the rewards available in the mailing.

Examples of PRAMS participation incentives and rewards include prepaid long-distance calling cards, postage stamps, gift certificates for local retailers, sachets, picture frames, baby bibs, coupons for certified birth certificates, and participation in a cash reward raffle.

Card for Multiple Births

Maryland uses a postcard insert in Mail 1, 2 and 3 to mothers of multiple births reinforcing that the mother should be answering the survey questions only for the selected baby listed on the card.

Maryland PRAMS Incentive & Reward

Maryland uses a customized pocket planner as its incentive. The incentive is sent to all mothers with their Mail 1 packet. Maryland is also using a monthly \$100 Target gift card as a reward to one mother per batch who has completed and returned the mail survey and is selected at random. An adhesive note notifying the mothers about the chance to win the monthly reward for returning their completed survey will be adhered to each Mail 1, 2, and 3 survey booklet.

5.6c *Contents of the Second and Third Questionnaire Mailing Packets.* The items listed in **Sections 5.5b.i-vii** are included in the second and third questionnaire mailing packets. An incentive is not included in these subsequent mailings because research has shown that additional incentives do not affect response rates. Like the first questionnaire packet, the Hispanic women in the sample will receive two copies of everything: one copy in English and one copy in Spanish.

5.6d Procedures for Stuffing the Questionnaire Mailing Packets. This task is rarely given deliberate consideration. However, Dillman stresses the importance of arranging the materials carefully so that all materials will come out of the envelope together. The goal is to prevent anything from getting inadvertently left in the envelope. Furthermore, the appealing aspect of each enclosure should be apparent upon initial review. The following recommendations are based on Dillman's research into mailing 8.5" x 7" survey booklets with standard business envelopes.

- i.* Fold questionnaire vertically with the front cover on the outside.
- ii.* Place the incentive (size permitting) on top of the survey. (Incentive is included only with the first questionnaire packet.)
- iii.* Place the informed consent document, question-and-answer brochure, calendar, and resource list (size permitting) underneath the survey.
- iv.* Place return envelope underneath these materials.
- v.* Place all of these on the middle one-third of the cover letter.
- vi.* Fold the bottom one-third of the cover letter over these items.
- vii.* Fold the top one-third of the cover letter down.

With these procedures, everything can be easily inserted into, and more importantly, removed from the envelope.

Maryland Procedures for Stuffing Questionnaire Mail Packets

The procedures used by Maryland for stuffing questionnaire mail packets vary slightly due to the size of the questionnaire mail envelope. The following are Maryland's procedures for mailing survey booklets with catalog envelopes measuring 7.5" x 10.5". The incentive is placed on top of the survey. The informed consent document, calendar, resource list, and return envelope are placed underneath these materials. All of these items are placed in the middle of the folded cover letter.

5.6e Quality Assurance – Stuffing Envelopes. Because of a number of factors, it is important to make sure that the right materials are in the right envelopes. These factors include:

- i.* The mother's name appears on the envelope and in the letter. These must match.
- ii.* The questionnaire has an identification number. The number on the questionnaire must match with the name on the envelope and letter.
- iii.* Different letters are sent with each mailing. The proper letter must be mailed with the proper activity (preletter, mail 1, tickler, mail 2, mail 3).

- iv. For any given questionnaire mailing, different letters may be sent to different women.
 - Women whose babies have died receive different letters than women whose babies have not died.
 - In some states, minors receive different letters than adults (due to physical abuse reporting requirements).
 - In states using Spanish materials, Spanish and English letters are sent to Hispanic women. Only English letters are sent to non-Hispanic women.
- v. In some states, minors receive different surveys than adults (due to physical abuse reporting requirements). Care must be taken to ensure that the surveys without the abuse questions are sent to minors, and that surveys with the abuse questions are sent to adults.

When stuffing envelopes, staff should spot-check every 10th envelope to make sure that the appropriate materials are being placed in that envelope. All of the above items should be checked. PRAMTrac can assist with this process.

5.6f Special Cases That Require Further Follow-Up.

- i. **Incomplete or Illegible Responses.** Questionnaires that are returned illegible or incomplete (<75% complete) must be followed up by telephone if possible. PRAMTrac software assists in this follow-up (see the **PRAMS Implementation Manual** for details). Remember that the hard copy telephone version of the questionnaire (outside of CATI) should be used to administer the unanswered questions. These responses should be recorded on paper and then entered into the mail QDS record for that mother. States may choose whether to follow up on incomplete questionnaires that are at least 75% complete.
- ii. **Undelivered or Returned Mail.** Mailings may be returned by the postal service if mothers have moved and left no forwarding address, the address does not exist, or the address contains insufficient information. A second mailing attempt is usually made to the same address from which mail has been returned. Names and addresses on returned pieces of mail are researched to determine an alternate mailing address. The PRAMTrac software assists with the handling of undelivered mailings by first generating a list of all mothers for which a mailing was returned undelivered. If alternate addresses are identified, they are entered into PRAMTrac, and the software automatically schedules mailings to those addresses. Usually, the letter included in the first mailing is sent with mailings to alternate addresses during the alternate phase of data collection. Once the telephone follow-up phase begins, all mailing attempts are discontinued.

Some approaches for identifying addresses include:

- Requesting "Address Correction Requested" service from the US Postal Service. They may charge a service fee. Although first-class mail automatically forwards mail to the

new address, "Address Correction Requested" service returns the mail piece to the sender with a new address or explanation for non-delivery.

- Verifying whether the original address is valid using the ZIP+4 on-line service from the US Postal Service. This feature will determine whether an address is valid or whether it might be missing information such as an apartment number.
- Verifying that the address was entered correctly from the birth certificate.
- Searching telephone directories for the mother's and father's names.
- Searching Medicaid, WIC, or other state-maintained health department databases, such as high-risk infant screening programs, newborn metabolic screening programs, SIDS, and birth defects.
- Searching reverse directories to identify the names of residents listed for the address on the certificate as well as neighbors of this address and calling them for contact information. Remember not to reveal the nature of the survey to anyone you may talk to for this purpose.
- Searching motor vehicle registration records.
- Searching voter registration or other local government records.

Locating Mail and Phone Contact Information

Maryland uses several sources to find alternate contact information for sampled women. Maryland PRAMS utilizes the Newborn Screening database, with permission, for all mothers in each batch. This database allows for the comparison of mailing addresses with that of birth certificate addresses, as well as for the provision of phone numbers for the telephone contact phase.

Additionally, the Maryland Medical Assistance Program (Medicaid) is accessed with permission. A designated CMCH staff member can obtain mail and phone contact information for mothers who have Medical Assistance or whose application is pending. In some cases, even if the mother does not have Medical Assistance, a list of the sampled babies is generated for possible updated or additional contact information.

In May 2001, CMCH signed an Information Sharing Agreement with WIC and began actively collaborating in January 2002. The PRAMS Data Manager provides a list of sampled mothers to a designated staff member from WIC. The WIC database is then searched for any updated contact information, mail and phone, for the PRAMS mothers.

5.7 Telephone Data Collection Procedures

5.7a Search for Telephone Numbers. Telephone follow-up begins after the last questionnaire

has been mailed. While mailing addresses are available from the birth certificate, the same is not true for telephone numbers (with the exception of very few states). Therefore, PRAMS staff must conduct a comprehensive search for telephone numbers for the women who did not respond (or refuse) during the mail phase.

The PRAMTrac software generates a worksheet for each mother who is entering “phone phase.” The worksheet can be modified by the state, but generally includes the mother's full and maiden name, the father's full name (when available), the mother's address, and the mother's county of residence (when available) to assist with the search. A wide variety of sources may be searched for telephone numbers. These sources include, but are not limited to:

- Directory assistance
- Medicaid, WIC, or other state-maintained databases, such as high-risk infant screening programs, newborn metabolic screening programs, SIDS, and birth defects
- Internet databases
- Motor vehicle registration records
- Voter registration or other local government records

While many different options exist for locating numbers, most states have a few primary sources on which they rely. The best sources tend to be health department databases. Access to these databases often varies by state, but obtaining access to these types of databases should definitely be explored.

Sources should be searched by the mother's last and maiden name and by the father's last name when available. It is not always possible to know if a listing is correct. For instance, there may be more than one listing that matches the name being searched or people may use initials rather than first names. Any number that could potentially be a match should be used. It may be easier to search one or two sources at a time. If no number is found, or if a number is determined to be incorrect after calling, further attempts to locate a good number should be pursued from remaining sources.

Telephone Contact Information

The sources used by Maryland PRAMS to find telephone numbers are described in the “Locating Mail and Phone Contact Information” section above.

5.7b *Preparing the Interviewers.* Telephone interviewers should be thoroughly trained before they begin work on PRAMS. CDC provides training materials; see **Section 3.9b** for more information. Telephone interviewers should have good interviewing skills, be familiar with PRAMS data collection procedures (mail and telephone), and have a general knowledge of the PRAMS project in order to answer questions a mother may ask. PRAMS telephone interviewers must also be trained on the Web-CATI system.

Because interviewers will have contact with a woman's family or friends when they call a household, they should be prepared to maintain confidentiality and protect the mother's privacy. See **Section 10.4** for more information. In addition, CDC recommends the placement of signs around the interviewers' workstations to remind them about confidentiality when talking with a woman's family or friends.

- 5.7c *Making Telephone Calls and Recording Dispositions.*** The telephone calling period extends from three to five weeks. The Web-CATI case management system (CMS) has the capability to automatically schedule phone calls and track appointments. In addition, interviewers can manually select a mother to call. In the event that more than one number is located for a particular woman, Web-CATI will keep multiple numbers active until one has been identified as the best number. Fifteen call attempts should be made to each viable telephone number before giving up. Interviewers should make over fifteen call attempts **only** if they have a strong lead or a scheduled appointment to call a mother back. To increase the likelihood of reaching a mother, calls are staggered over different times of the day and different days of the week. Calls should be made in the evenings and on weekends in addition to regular business hours. Dates, times, and dispositions of all calls are recorded into the Web-CATI CMS system when the calls are completed. For more information on call dispositions, see the **PRAMS Interviewer Training Manual and the PRAMS Web-CATI "How to" Guide.**

Conducting Telephone Calls

Maryland will closely adhere to the following schedule and adjust as necessary:

Day	Time
Weekday morning	9 a.m.-12 noon
Weekday afternoon	12 noon- 5 p.m.
Weekday evening	5 p.m.- 8 p.m.
Saturday morning	10 a.m.- 12 noon
Saturday afternoon	12 noon- 5 p.m.
Saturday evening	5 p.m.-9 p.m.

- 5.7d *Computer-Assisted Telephone Interviews (CATI).*** This is now the standard approach for PRAMS telephone follow-up which includes recording survey responses, comments, and operations information pertaining to the call attempts and completed interviews. CDC will no longer accept telephone interview data collected by any other data entry or commercial CATI software.

The Web-CATI system employs state-of-the art security measures to protect this information (see **Appendix V for the CATI Security Document**). In addition, each state must establish a data sharing agreement with the CDC CATI contractor to establish proper standards of behavior for each party with regard to the PRAMS data (see **Appendix W for the prototype data sharing agreement**). If the state Vital Records Department will not permit the release of contact information to the Web-CATI system, states may upload only the case ID and other non-identifying information. In this situation, the interviewers will be responsible for keeping track of the correct mother and other information required to conduct the phone interview outside of the CATI system.

They will still use the Web-CATI system to record call attempts and survey responses.

Maryland WebCATI System Upload

Maryland will upload personal identifiers into the CATI system.

There may be some instances where it is not practical to use Web-CATI for recording telephone survey data. In such situations telephone responses may be recorded on paper and keyed into the CATI system after the interview is completed:

- In situations where a mother calls the health department and requests to complete the survey on the spot, it may not be feasible to use Web-CATI to conduct the interview, especially if the mother's record has not yet been uploaded to the CATI system. In this case the interview can be recorded on paper for later entry into the CATI system.
- Another exception where pen and paper is preferred is the situation of partial mail surveys that are followed up by telephone. Only the remaining unanswered questions are asked of the mother by phone. These should be recorded on paper and then entered into the mail Questionnaire Development System (QDS) record for that mother. Operations information about the phone contact should be recorded directly into PRAMTrac.
- Finally, there may be situations where an interviewer is making calls off premises and does not have access to both a phone line and an Internet connection. In this case the mother's responses can be recorded on paper for later entry into Web-CATI. If an interviewer is making the majority of her calls off premises, every effort should be made to provide her with equipment sufficient to access and use Web-CATI.

5.8 Quality Assurance: Telephone Interviews

Telephone interview data are vulnerable to bias from variability in the way the interviews are conducted. This bias may arise from variability between interviewers or from variability between interviews conducted by a single interviewer. Mode bias may also occur if the administration of the telephone questionnaire differs substantially from the presentation of the mail questionnaire. To prevent these biases, and to ensure that proper procedures are followed, monitoring procedures should be implemented to assess the consistency and quality of telephone interviewing.

The person who monitors the telephone interviewers should monitor approximately 10% of the time that each interviewer is making calls. If interviews are conducted in-house, the Project Coordinator is responsible for the monitoring. If the interviews are contracted to another agency, the supervisor of the interviewing laboratory is responsible for the monitoring and the Project Coordinator should periodically monitor interviewers as well (at least quarterly). There are several options for monitoring a CATI telephone interview. Please see **Appendix M (Telephone Interviewer Monitoring Procedures)** for further details.

5.9 Methodologic Experiments

The Tailored Design Method recognizes that individual projects may need to modify certain

components of the data collection methodology to ensure maximum response rates. In PRAMS, certain components of the methodology may be altered, such as incentives, appearance of mailing packets, etc. CDC has developed an experimental feature in PRAMTrac to test the effects of these changes on response rates. By conducting an experiment, states can objectively determine whether proposed changes will have the intended effect of increasing response rates. For a full description of the experimentation procedures, as well as which components of the methodology are available for experimentation, see **Appendix N (Performing Operational Experiments)**.

5.10 Recording and Reporting Data Collection Methodology

The State Configuration Report, produced by the PRAMTrac software, provides documentation on various decisions that are important to the data collection process. This includes the stratification scheme, the incentive or reward used, the schedule of each data collection activity, experiments (if applicable), etc. The State Configuration Report will be produced upon the initial PRAMTrac setup. It should be reproduced immediately before and after any protocol changes are made that alter the data collection process. The State Configuration Reports will be stored in **Appendix O** for reference as needed.

12 Glossary

Analysis weight. A weight used in statistical computations that adjusts for sampling design, nonparticipation, and omissions from the sampling frame. For a participating mother in PRAMS, it is the number of women like her whom she represents in the population as a whole.

Analytic data set. SAS data set sent to state that contains that state's data for one calendar year of sampling. The data set includes all questionnaire and birth certificate variables and selected operations variables.

BCENTRY.DAT file. A file created each month to transfer birth certificate data to PRAMTrac operations.

Biased estimator. A point estimate whose average, over many repeated samples, does *not* equal the value of the population parameter of interest.

Computer Assisted Telephone Interviewing (CATI) CATI is a method by which the interviewer is able to administer the questionnaire and enter data into an electronic database while the interview is being conducted. CATI eliminates the need for telephone data to be recorded twice, once on paper and then later into the QDS system. The standard approach to telephone interviewing in PRAMS is with a web-based CATI system.

Cognitive interviewing techniques. Techniques that assess respondents' understanding and interpretation of questions, and the thinking process used to formulate responses.

COMMENT data file. This file contains any comments that were written on the questionnaire or that were expressed during a telephone interview. Comments are keyed in verbatim via the COMMENT program provided by CDC.

Confidence level. A range of possible values for the population parameter, usually constructed so that it has a specified probability of including the population parameter.

Core questionnaire. The part of the PRAMS questionnaire that is the same for all states. Data from the core questionnaire are used for comparisons of maternal behaviors among states.

Descriptive analysis. The presentation, summarization, and comparison of data that describe the topic(s) of interest.

Domain. A subset of the population that has one or more characteristics in common (e.g., all women who smoked during pregnancy).

Epidemiologic surveillance. The ongoing and systematic collection, analysis, and interpretation of health data in the process of describing and monitoring a health event or behaviors associated with a health event or condition

Exclusions. A list of reasons women will be excluded from the sampling frame. Examples include out-of-state residents, infants of multiple gestation (>3), and adopted infants.

File linkage. Matching related records from different files based on common identifiers. The PRAMS identification number permits linkage of the birth certificate, operations, and questionnaire files. Files are linked at CDC to form analytic data sets. States may link files for operational or analytic purposes.

Goal. The ultimate result one strives to attain. For example, to improve the health of mothers and infants.

Inferential analysis. Investigation and testing of relationships between variables of interest which allow conclusions to be made about a more general group or topic. For example, the inference of PRAMS findings to all women who have newborn infants.

Informed consent. The process of providing potential study participants with information about the study and seeking their consent to participate. In PRAMS, information regarding the purpose and confidentiality of the project is stated in the cover letter and is part of an interviewer's introductory comments. Informed consent is implied when the respondent returns the questionnaire or answers an interviewer-administered questionnaire. There is no written informed consent form included with the PRAMS questionnaire.

Item nonresponse. Failure to answer a particular question on the questionnaire.

Objective. A measurable result that one strives to achieve as part of reaching one's goal. For example, to establish a surveillance system that systematically collects information from a defined sample of new mothers.

Operations files. The files that contain information summarizing the attempts and results of mail and telephone contact. There are three operations files: operations, mail details, and telephone details. The operations file becomes part of the analysis data set. The mail and telephone detail files are independent files that can be used to evaluate operations.

Participation incentive. A gift enclosed with the questionnaire when it is presented to the mother through the mail.

Participation reward. A gift given to a respondent after a completed questionnaire is received.

Population. The group that one wants to learn about and expects the sample to represent (e.g., all pregnancies that resulted in a live birth among women who lived and delivered in Maine in 1989).

The PRAMS Working Group. The group includes one individual, identified by name, from each PRAMS state. The PRAMS Working Group will appear as an acknowledgment on all journal articles or presentations related to PRAMS, and the individual members of the Working Group will be identified.

PRAMTrac. A software tracking program developed by CDC to assist state-level personnel in day-to-day operational activities related to PRAMS.

Proportion. The part of a population that exhibits an attribute of interest (i.e., the share of all mothers who smoke during pregnancy). A proportion is always between 0 and 1, but is often multiplied by 100 so it can be represented as a percentage.

Proportional sampling. A sampling scheme where each member of the population has the same probability of being selected. Because of different sampling fractions across strata, PRAMS is *not* a proportional sample.

Questionnaire files. These files contain information from the completed questionnaires. The information is entered using data entry programs provided by CDC.

Research Triangle Institute (RTI). CDC PRAMS contracted with RTI in 2004 for the development of a standard Web-CATI system.

Sample. A subset of the population selected to represent the population.

Sample birth certificate file. This file contains selected information from the infant's birth certificate. The sample birth certificate file has one record for each mother in the PRAMS sample. These data are used to assess response bias, verify demographic and other data, and analyze relationships between maternal behaviors, birth weight, and gestational age.

Sampling fraction. A ratio of the number of mothers sampled to the number of mothers eligible to be sampled.

Sampling fraction evaluation. Verifies that the stated sampling fractions are actually those that were applied for each stratum.

Sampling frame. The population of subjects eligible for inclusion in the sample. The PRAMS *conceptual* sampling frame is all mothers who delivered a live-born infant in a specified interval. The recommended *operational* sampling frame is infants who were born alive during a specified interval.

Sampling frame bias. Can occur if ineligible records are included in the sampling frame or eligible records are omitted from the sampling frame.

Sampling frame birth certificate file. This file represents the actual sampling frame. It contains one record for every mother who was available to be sampled at the time the sample was drawn.

It is used to evaluate the sample selection and to assess any bias that may have been introduced when drawing the sample. It does not become part of the PRAMS analysis data set.

Sampling plan. The overall annual sample size, rationale, and stratification plan.

Sampling weight. The reciprocal (or inverse) of the sampling fraction or selection probability for a particular stratum. For example, if the sampling fraction is 1/100 (one out of 100 mothers is sampled), the reciprocal (or *sampling weight*) would be 100.

Selection bias. Occurs when the sample selected for PRAMS in a particular stratum is not representative of all records in that stratum in the sampling frame.

Selection probability. The likelihood that an individual member of the population will be selected for the sample. It ranges from 0 to 1, with 1 representing 100% chance of being selected.

Standard error. A measure of the variability of a point estimate in repeated sampling. An estimate with a high standard error is imprecise and results in wide confidence intervals, reflecting variability in the population, inadequate sample size, or both.

Standard questions. Questions developed and tested by CDC that are available for states to choose as state-specific questions. Standard questions may be interspersed with core questions on the same topics or placed at the end of the questionnaire with state-developed questions. Standard questions do not require testing by states before their use and allow multiple states with interests in the same topic to exchange data and compare findings.

State-developed questions. State-developed questions address topics of particular interest to a state. For example, these questions may assess access to or use of particular intervention programs. State-developed questions follow the core questions at the end of the questionnaire. They are developed by the states in consultation with CDC.

State-specific questions. Questions the state chooses to add to the PRAMS questionnaire. States have a specified number of pages for questions they choose. These questions can either be chosen from the standard questions or developed by the state.

Statistical significance. An estimate of the probability of the observed or greater degree of association between two variables under the null hypothesis. Statistical significance is usually conveyed by the *p* value.

Steering Committee. A state-based committee comprised of participating health department representatives and workers from the broader public and private health community. The Steering Committee advises PRAMS staff on the use, dissemination, application of findings, and in securing resources for program changes based on PRAMS findings. The committee may recommend modifications in current intervention programs, in the development of new intervention programs, or in the allocation or reallocation of resources.

Stratum. A defined sub-population sampled with equal frequency.

Unit nonresponse (often referred to as nonresponse). Sampled person did not complete any part of a questionnaire.